

CATEGORY II CONTRACT
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GRAND TETON NATIONAL PARK
BOAT TRANSPORTATION AND CRUISE SERVICES
ON
JENNY LAKE

CONCESSION CONTRACT NO. CC-GRTE022-02

Jenny Lake Boating, Inc.
P.O. Box 111
Moose, Wyoming 83012

Doing Business As

Jenny Lake Boating, Inc.

Covering the Period

January 1, 2002 through December 31, 2006

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I

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Director of the Intermountain Region, (hereinafter referred to as the "Director"), and Jenny Lake Boating, Inc., a corporation organized and existing under the laws of the State of Wyoming (hereinafter referred to as the "Concessioner"):

WITNESSETH:

THAT WHEREAS, Grand Teton National Park is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

WHEREAS, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

WHEREAS, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (16 U.S.C. 1, 2-4), and November 13, 1998 (Pub.L. 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT

This Concession Contract No. CC-GRTE022-02 ("CONTRACT") shall be effective as of January 1, 2002 and shall be for the term of five (5) years until its expiration on December 31, 2006 .

SEC. 2. DEFINITIONS

The following terms used in this CONTRACT will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

(a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

(b) "Area" means the property within the boundaries of Grand Teton National Park.

(c) "Best Management Practices" or "BMPs" are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this CONTRACT. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

(3) (d) "Concession Facilities" shall mean all Area lands assigned to the Concessioner under this CONTRACT and all real property improvements assigned to the Concessioner under this CONTRACT. The United States retains title and ownership to all Concession Facilities.

(f) "Days" shall mean calendar days.

(g) "Director" means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.

(h) "Exhibit" or "Exhibits" shall mean the various exhibits, which are attached to this CONTRACT, each of which is hereby made a part of this CONTRACT.

(i) "Gross receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

- (1) intracompany earnings on account of charges to other departments of the operation (such as laundry);
- (2) charges for employees' meals, lodgings, and transportation;
- (3) cash discounts on purchases;
- (4) cash discounts on sales;
- (5) returned sales and allowances;
- (6) interest on money loaned or in bank accounts;
- (7) income from investments;
- (8) income from subsidiary companies outside of the Area;
- (9) sale of property other than that purchased in the regular course of business for the purpose of resale;
- (10) sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;

(11) receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

(j) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.

(k) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.

(l) "Superintendent" means the manager of the Area.

(m) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by Section 3(a) of this CONTRACT.

SEC. 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

During the term of this CONTRACT, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this CONTRACT:

Transportation of visitors by boat between the Cottonwood Bridge and the west shore of Jenny Lake.

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this CONTRACT:

- Scenic interpretive boat cruises on Jenny Lake
- Rental of up to seven motorboats with 4-cycle outboard motors of no more than 10 horsepower.
- Sale of bait, drinks, water, snacks and limited visitor convenience items.

(b) Operation and Quality of Operation

The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this CONTRACT to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor

services in accordance with this CONTRACT. The Concessioner's authority to provide visitor services under the terms of this CONTRACT is non-exclusive.

(c) Operating Plan

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this CONTRACT in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this CONTRACT as Exhibit A. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this CONTRACT and are not inconsistent with the terms and conditions of the main body of this CONTRACT.

(d) Merchandise and Services

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this CONTRACT, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

(2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this CONTRACT must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

(e) Rates

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this CONTRACT. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

(f) Impartiality as to Rates and Services

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit B.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this CONTRACT. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

SEC. 4. CONCESSIONER PERSONNEL

- (a) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this CONTRACT.
- (b) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit B.
- (c) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.
- (d) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.
- (e) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.
- (f) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.
- (g) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.
- (h) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.
- (i) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE

- (a) Legal, Regulatory and Policy Compliance

This CONTRACT, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this CONTRACT at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this CONTRACT. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this CONTRACT.

(b) Notice

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

(c) How and Where to Send Notice

All notices required by this CONTRACT shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent
Grand Teton National Park
P.O. Box 170
Moose, WY 83012
Attention: Chief, Concessions Management

Notices sent to the Concessioner shall be sent to the following address:

Jenny Lake Boating, Inc.
P.O. Box 111
Moose, Wyoming 83012
Attention: Doug Colonel

SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION

(a) Environmental Management Objectives

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this CONTRACT:

- (1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.
- (2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this CONTRACT.

(b) Environmental Management Program

- (1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the

Director for approval within sixty days of the effective date of this CONTRACT. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

(2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this CONTRACT.

(3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

(iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this CONTRACT.

(vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

(c) Environmental Performance Measurement

The Concessioner shall be evaluated by the Director on its environmental performance under this

CONTRACT, including, without limitation, compliance with the approved EMP, on at least an annual basis.

(d) Environmental Data, Reports, Notifications, and Approvals

(1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this CONTRACT. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this CONTRACT. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this CONTRACT. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area, (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.

(4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

(5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this CONTRACT. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(e) Corrective Action

(1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this CONTRACT, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

(f) Indemnification and Cost Recovery for Concessioner Environmental Activities

(1) The Concessioner shall indemnify the United States in accordance with Section 11 of this CONTRACT from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this CONTRACT.

(2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

(g) Weed and Pest Management

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this CONTRACT. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

(h) Protection of Cultural and Archeological Resources.

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

SEC. 7. INTERPRETATION OF AREA RESOURCES

(a) Concessioner Obligations

(1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.

(2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this CONTRACT.

(3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

(b) Director review of content

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER

(a) Assignment of Concession Facilities

(1) The Director hereby assigns Concession Facilities as described in Exhibit C to the Concessioner for the purposes of this CONTRACT. The Concessioner shall not be authorized to construct any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands. The Concessioner shall not obtain a Leasehold Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this CONTRACT.

(2) The Director shall from time to time amend Exhibit C to reflect changes in Concession Facilities assigned to the Concessioner.

(b) Concession Facilities Withdrawals

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this CONTRACT if:

(1) the withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;

(2) the operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or

(3) land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

(c) Effect of Withdrawal

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this CONTRACT will be treated as a termination of this CONTRACT pursuant to Section 15. No compensation is due the Concessioner in these circumstances.

(d) Right of Entry

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this CONTRACT for any purpose he may deem necessary for the administration of the Area.

(e) Personal Property

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this CONTRACT, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this CONTRACT. The Director hereby assigns government personal property listed in Exhibit D to the Concessioner as of the effective date of this CONTRACT. This Exhibit D will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

(f) Condition of Concession Facilities

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."

(g) Utilities

(1) The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(2) If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

SEC. 9. MAINTENANCE

(a) Maintenance Obligation

Subject to the limitations set forth in Section 8(a)(1) of this CONTRACT, the Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

(b) Maintenance Plan

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan

is set forth in Exhibit E. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this CONTRACT and shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

SEC. 10. FEES

(a) Franchise Fee

(1) For the term of this CONTRACT, the Concessioner shall pay to the Director for the privileges granted under this CONTRACT a franchise fee equal to ten percent (10%) of the Concessioner's gross receipts in 2002 and 2003 and twelve percent (12%) of the Concessioner's gross receipts for the remaining years of the CONTRACT.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

(2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this CONTRACT, overpayments will first be offset against any amounts due and owing the Government, and the remainder will be paid to the Concessioner.

(3) All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

SEC. 11. INDEMNIFICATION AND INSURANCE

(a) Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of

any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this CONTRACT. This indemnification shall survive the termination or expiration of this CONTRACT.

(b) Insurance in General

(1) The Concessioner shall obtain and maintain during the entire term of this CONTRACT at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this CONTRACT as determined by the Director. The initial insurance requirements are set forth below and in Exhibit F. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

(c) Commercial Public Liability

(1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this CONTRACT.

(2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this CONTRACT, as more specifically set forth in Exhibit F. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit F.

(3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.

(4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit F to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

(d) Property Insurance

(1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this CONTRACT.

(2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit F in amounts no less than the Director may require during the term of the CONTRACT. The minimum values currently in effect are set forth in Exhibit F.

(3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.

(4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this CONTRACT, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 12 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.

(5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest (as defined in Applicable Laws including without limitation 36 CFR Part 51) or other compensable interest as a result of the use of these insurance proceeds.

(6) The commercial property package shall include the coverages and amounts described in Exhibit F.

SEC. 12. BONDS AND LIENS

(a) Bonds

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this CONTRACT.

(b) Lien

As additional security for the faithful performance by the Concessioner of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the CONTRACT hereunder within the Area.

SEC. 13. ACCOUNTING RECORDS AND REPORTS

(a) Accounting System

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this CONTRACT, including but not limited to the Concessioner's

repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$250,000 or more, the Concessioner must use the accrual accounting method.

(3) In computing net profits for any purposes of this CONTRACT, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this CONTRACT by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

(1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$250,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than \$250,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Financial Reports

(1) Balance Sheet. Within ninety (90) days of the execution of this CONTRACT or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this CONTRACT. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

SEC. 14. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this CONTRACT:

(a) Insurance Certification

As specified in Section 11, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this CONTRACT. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

(b) Environmental Reporting

The Concessioner shall submit environmental reports as specified in Section 6 of this CONTRACT, and as otherwise required by the Director under the terms of this CONTRACT.

(c) Miscellaneous Reports and Data

The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the CONTRACT or otherwise, including, but not limited to, operational information.

SEC. 15. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Suspension

The Director may temporarily suspend operations under this CONTRACT in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

(b) Termination

(1) The Director may terminate this CONTRACT at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this CONTRACT if the Director determines that the Concessioner has materially breached any requirement of this CONTRACT, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this CONTRACT, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program and the requirement to comply with Applicable Laws.

(3) In the event of a breach of the CONTRACT, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the CONTRACT for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the CONTRACT for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 15(a).

(4) The Director may terminate this CONTRACT upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee,

receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this CONTRACT if the Director determines that the Concessioner is unable to perform the terms of CONTRACT due to bankruptcy or insolvency.

(5) Termination of this CONTRACT for any reason shall be by written notice to the Concessioner.

(c) Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this CONTRACT is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

(d) Requirements in the Event of Termination or Expiration

(1) In the event of termination of this CONTRACT for any reason or expiration of this CONTRACT, no compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this CONTRACT, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this CONTRACT for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this CONTRACT, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this CONTRACT for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this CONTRACT. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this CONTRACT shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

SEC. 16. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

(a) This CONTRACT is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this CONTRACT for which the Director may terminate this CONTRACT for default. The Director shall not be obliged to recognize any right of any person

or entity to an interest in this CONTRACT of any nature or operating rights under this CONTRACT, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this CONTRACT.

SEC. 17. GENERAL PROVISIONS

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this CONTRACT is subject to public release by the Director to the extent provided by Applicable Laws.

(c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this CONTRACT are not permitted.

(d) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(e) Any and all taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise from this CONTRACT but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(g) This CONTRACT is subject to the provisions of 43 CFR, Subtitle A, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(h) This CONTRACT contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this CONTRACT. This CONTRACT may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(i) This CONTRACT does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this CONTRACT shall not affect the validity of the remaining provisions of this CONTRACT.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this CONTRACT by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the CONTRACT. The subsequent acceptance of any payment of money or other performance required by this CONTRACT shall not be deemed to be a waiver of any preceding breach of any term of the CONTRACT.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this CONTRACT shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as of the 1st day of May, 2002.

CONCESSIONER

BY Charles D. Colwell
President
Jenny Lake Boating, Inc.

UNITED STATES OF AMERICA

BY [Signature]
for Director
Intermountain Region
National Park Service

ATTEST:

BY: [Signature]
TITLE: Attorney at Law

EXHIBIT A
OPERATING PLAN
BOAT TRANSPORTATION AND CRUISE SERVICES
CC-GRTE022-02
Grand Teton National Park

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EXHIBIT "I" INTERMOUNTAIN REGION TOUR BOAT STANDARDS FOR CONCESSIONERS

I. INTRODUCTION

This Operating Plan between Jenny Lake Boating, Inc. (herein referred to as the "Concessioner") and Grand Teton National Park (herein referred to as the "Service") will serve as a supplement to the Concession Contract CC-GRTE022-02 referred to as the "Contract". It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Grand Teton National Park, which are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Grand Teton National Park.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

II. MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES

A. Concessioner

1. Jenny Lake Boating, Inc. will direct this concession operation. The Corporation shall employ an on-site manager, who carries out the policies and directives of the Service as well as those of the Concessioner in the operation of the authorized concessions facilities and services in Grand Teton National Park. To achieve an effective and efficient working relationship between the Concessioner and the Service, the Corporation must designate one representative who has full authority to act as a liaison in all concession administrative/operational matters within Grand Teton National Park.
2. The on-site manager will employ a staff with the expertise to operate all services authorized under the concession contract.

B. Service

1. The Superintendent manages the total park operation, including concession operations. The Superintendent carries out the policies and directives of the Service, including management of concessioner contractors. Through Service representatives, the Superintendent reviews, supervises, and coordinates concession activities related to Grand Teton National Park.

Monitoring concession permit compliance includes evaluating all concession operations and services, and reviewing and authorizing all rates, improvements to facilities, and construction.

2. The Chief of the Concessioner Management Division (Chief) coordinates the functions of other Service divisions relating to concession operations. The Chief makes recommendations on all aspects of the Concessioner's operation to the Superintendent. He/she ensures necessary evaluations and/or inspections are

performed, including those required by the United States Public Health Service (USPHS), Regional Safety Officer (including fire inspections), and the Concessioner Review Program. The chief ensures all concessioner rates are approved based upon current comparability studies or applicable guidelines. He/she has line authority from the superintendent to make field decisions, which pertain to the concession operation, and acts as liaison between the Concessioner and the superintendent.

To support the Chief of Concessions Management, concessions management specialists and concessions assistants review and coordinate the Concessioner's day-to-day activities. They review and evaluate operational and maintenance activities; rate, service, and schedule changes; equal employment opportunity and affirmative action plans; advertisements; construction proposals; annual financial reports; insurance coverage; and any other contract requirements.

3. The Assistant Superintendent supervises and manages the functions of all divisions, as they relate to the overall park operation. This position has delegated authority and assists the Superintendent by making recommendations on all aspects of park management and serves as Acting Superintendent during the absence of the Superintendent.
4. The park's Sanitarian monitors food and beverage services, solid waste disposal, water, and waste water systems to ensure adherence to all applicable public health standards.
5. The Chief Ranger initiates, reviews, supervises, and coordinates the activities of personnel who provide visitor services and protection functions.

District rangers, the Fire Management Officer, and the Law Enforcement Specialist serve as the direct line of communication to the Concessioner on matters related to fire management, law enforcement, safety, prescribed fire, search and rescue, emergency medical services and resource protection.
6. The Chief of Interpretation acts on behalf of the Superintendent in matters pertaining to interpretation, environmental education, museum services and public information. The Interpretive Division will work with the Concessions Management Division to evaluate/monitor concession interpretive activities.
7. The Chief of Facility Management acts on behalf of the Superintendent in matters pertaining to maintenance and supervises the activities of the facility managers.
8. The Chief of Science & Resource Management acts on behalf of the Superintendent in all matters pertaining to natural and cultural resources management such as air and water quality monitoring, vegetation management, fish and wildlife management, historic compliance, etc.
9. The Management Assistant manages and coordinates designated planning and development within the park.

10. The Administrative Officer acts on behalf of the Superintendent in matters related to fiscal management associated with the concession activities, including billing for payment of franchise fees, utilities, lease fees, quarters rental, and personal services provided by the Service to the Concessioner.

III. CONCESSION OPERATIONS

The operation of services authorized by the contract will conform to the evaluation standards set forth in the National Park Service Concessions Guideline (NPS-48), as amended or revised, and with this Operating Plan.

A. OPERATIONAL EVALUATIONS

1. The Service and the Concessioner shall inspect and monitor concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, impacts on cultural and natural resources, and visitor concerns. The Service will evaluate all services and facilities operated by the Concessioner to ensure public safety and health, identify maintenance and operating deficiencies, and ensure satisfactory services and accommodations for the general public within assigned areas of responsibility.
2. The Superintendent's representative(s), normally the concessions management specialists, will conduct periodic evaluations of concessioner facilities and services to ensure conformance to operational standards established by NPS-48.
3. The Concessioner is responsible for developing and following a comprehensive Risk Management Program (safety program). The Service will make unannounced inspections and evaluations of the Risk Management Program on a random basis.

B. RATES

1. The Concessioner will submit written requests for all rate increases at least 45 days prior to anticipated implementation date. Requests for rate changes will be processed as expeditiously as possible. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing in the request.
2. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal.
3. The Concessioner will prominently post all rates for goods and services provided to the visiting public.
4. The initial rate for boat transportation and cruises will be approved based on comparability. Subsequent rates over the term of the contract will be adjusted based on the consumer price index for all Urban Wage Earners and Clerical

Workers prepared by the U.S. Department of Labor, Bureau of Statistics. Rates for rental boats will be based on comparability. Rates for sales items will be based on approved mark-up percentages for merchandise and convenience store items updated annually by the National Park Service.

C. REDUCED RATES FOR GOVERNMENT EMPLOYEES

National Park Service employees on official business will receive reduced rates. The 8:45 a.m. shuttle for the Inspiration Point hike will include a park naturalist at no fee.

D. OPERATING PROCEDURES

1. The Concessioner will annually submit a written schedule of proposed opening and closing dates and operating hours for concession operations for the Superintendent's approval prior to implementation. The Service will give reasonable notice of any schedule changes that it may initiate. Weather and visitation may cause specific dates of operating seasons to fluctuate; these dates, however, will be agreed upon and approved by the Service.
2. At a minimum, boat shuttle service will be available from the end of the first full week in June through Labor Day from 8 a.m. to 6 p.m., subject to water levels. A schedule of regular departures will be posted at the dock at Cottonwood Creek. Hours of operation may be extended during peak season (early July through mid-August.) The season may be extended from 05/15 to 09/15 depending upon weather, visitation and water levels.
3. Visitors for the shuttle service will be taken on a first-come, first-served basis unless prior arrangements have been made. The Concessioner will investigate the need for and feasibility of a reservation system.
4. A boat will be reserved for the naturalist-guided hike leaving at approximately 8:45 a.m. every morning. The size of the group will be within boat capacities.
5. The Concessioner may provide special shuttles for groups by advance reservation such as Exum Mountain Guides.
6. The Concessioner will gather customer input concerning timing of return trips to avoid lengthy waits. Traffic patterns will be tracked by hour of day and day of week to anticipate and provide service for greater capacity at peak periods. Shuttle schedules will be adjusted according.
7. The Concessioner will accept MasterCard and Visa.
8. During peak times two sales lines will be available to better serve the public.
9. Scenic boat cruises will be offered by reservation during non-peak traffic periods. A minimum of one scenic cruise will be offered per day for the 2002 season.

10. The Concessioner will provide water at no charge for visitors to use to fill their own water bottles.

11. The Concessioner will implement an incentive program for children to encourage them to pick up litter on the trail and to dispose of litter properly.

E. STAFFING AND EMPLOYMENT

1. Concessioner Hiring

a. The Concessioner will hire a sufficient number of employees to ensure satisfactory services during shoulder as well as peak visitor seasons. The Concessioner may be required to have an employee at the West Shore during peak times to assist with loading and unloading passengers.

b. The Concessioner will attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods.

c. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. Employment standards should be established. All employees will be required to pass a pre-employment drug-screening test.

d. Drivers of trucks or passenger carrying vehicles shall have a valid state operator's license for the size and class of vehicle being driven. They shall also meet any additional requirements established by Wyoming for the vehicle driven or passengers carried.

2. Employee Housing

a. The Concessioner will inspect all employee quarters for fire and safety compliance on a regular basis.

b. Employee quarters will provide a healthful and pleasant atmosphere and be adequately furnished to service the number of occupants. Provision must be made for regular cleaning of employee quarters.

c. The grounds surrounding employee housing will be kept clean and orderly and will be maintained in accordance with bear management guidelines.

3. Employee/Staffing Practices

All employees dealing with the general public shall wear uniforms or standardized clothing with a personal nametag. Employees will project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer

visitors' questions and provide visitor assistance. The Concessioner shall take appropriate steps to train and counsel employees

4. Service Employees and Families

The Concessioner shall not employ in any status a Service employee, his/her spouse, or minor children of Service employees without the Superintendent's approval. Employees must submit a written request to the Superintendent. The Concessioner shall not employ in any status the spouse or children of the Superintendent, Assistant Superintendent, Chief of Concessions Management, Concessions Management Specialists, Safety Officer, or Public Health Sanitarian.

5. Training Program

- a. The Concessioner will provide employee orientation and training and will inform employees of park regulations and requirements that affect their employment and activities while residing and working in Grand Teton National Park. A National Park Service representative may participate in scheduled orientation sessions.
- b. The Concessioner will provide adequate, applicable training to each employee prior to job assignments and working with the public.
- c. The Concessioner will design and provide interpretive training for all employees who provide interpretive and/or informational services. The Concessioner will test employees on interpretive skills to evaluate their knowledge level and provide additional training as appropriate. The Service will work closely with the Concessioner to refine the methods of preparing and conducting effective interpretive programs. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to park themes. The Concessioner will participate in cross training with the National Park Service
- d. All tour boat operators will possess a current restricted master's license for Grand Teton National Park waters from the U.S. Coast Guard or possess an unrestricted U.S. Coast Guard master's license.

IV. SCOPE AND QUALITY OF SERVICE

All services are to be provided in a consistent, quality manner. Service standards provided by the NPS Concessions Evaluation Program are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

- A. RESERVATIONS/DEPOSITS/REFUNDS – The Concessioner will investigate the need for and feasibility of a reservation system for visitors. The reservations/deposits/refunds policy is subject to Service review and approval.

B. MERCHANDISING AND RENTALS

1. All retail services will comply with the guidelines established by NPS-48, "Concessioner Review Policy Operational Performance Standards" and "Handcrafts, Gifts and Merchandise."
2. At a minimum the Concessioner will sell bottled water and energy drinks at the Cottonwood Dock. Additional authorized sales items are:
 - a. Bait.
 - b. Drinks and snacks (each item subject to Service approval).
 - c. Visitor convenience items (each item subject to Service approval).
3. Vending machines must be of a design and color that complement the surroundings. The NPS will approve all faceplates/colors of machines. Vending machines must meet bear-proof requirements.
4. Approved Rental Items

Up to seven boats with 4-cycle outboard motors not higher than 10 horsepower may be rented. A minimum of 2 motorized boats will be available for the 2002 season.

C. INTERPRETIVE SERVICES

1. The Concessioner's activities will include information that interprets park resources, seeks to instill conservation ethics and increase environmental awareness in clients. Information will be included in on Leave No Trace Principles.
2. The Division of Interpretation, through the Concessions Management Office, is available to advise/assist the Concessioner in the development of an interpretive program.
3. At a minimum, the captain on each shuttle trip will identify the location of life preservers, identify emergency egress and give a brief message about hiking in bear country. Minimum bear message will be provided by the National Park Service.
4. Scenic cruises will include an interpretive talk on the geology, wildlife, and cultural history of the Jenny Lake Area and well as general information on Grand Teton National Park and Jackson Hole.
5. Printed interpretive information will be available for visitors at the Cottonwood Dock.

V. REPORTS

- A. Annual Financial Report Due: 120 days after the last day of the Concessioner's fiscal year
- B. Certificate of Insurance Due: Annually prior to operating
- C. Visitor Use Reports: the Concessioner will provide a monthly report, due by the 4th day of the month, during the season, containing:
 - (a) total number of visitors transported by the shuttle service each day (reported each way)
 - (b) total number of visitors taken on scenic cruises and
 - (c) total number of visitors using rental boats and number of boats rented.

The information may be phoned in and followed with a written copy or fax to the Concessions Office.

- D. Accident Reports: the Concessioner will report to a park ranger or to Park Dispatch (739-3300) as soon as possible but within 24 hours:
 - (a) any boating incident involving an accident, collision, fire injury or other casualty.
 - (b) any incident resulting in personal injury (requiring more than minor first aid treatment or property damage exceeding \$300).
 - (c) any motor vehicle accident resulting in property damage, personal injury or death.

In the case of an emergency, if Park Dispatch is not staffed, the Concessioner will call 911. Reporting accidents and incidents involving vessels with U.S. Coast Guard certificates to the U.S. Coast Guard will be coordinated with the National Park Service.

- E. Human Illness Reporting: Any suspected outbreak of human illness, whether employees or visitors, is to be promptly reported to the Service's Public Health Officer through the Concessions Office. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

VI. SANITATION

The assigned areas will be kept free of bear attractants, litter, and abandoned equipment, boxes, cans, barrels, etc. Only National Park Service approved bear-resistant trash containers may be used.

VII. UTILITY RESPONSIBILITY

- A. The National Park Service will provide water and sewer services to the Concessioner on a reimbursable basis.

- B. The Service will review operating costs for utility systems and services annually and notify the Concessioner in writing 60 days in advance of rate increases.

VIII. RISK MANAGEMENT PROGRAM

- A. Consistent with the Occupational Safety and Health Act of 1970 and the "National Park Service Loss Control Management Program" Guideline NPS-50, the Concessioner will provide a safe and healthful environment for all of its employees and visitors.
- B. The Concessioner will develop, maintain, and implement a documented safety program ("Risk Management Plan"), as outlined in NPS-48, as amended or revised.

IX. LOST AND FOUND POLICY

If a client or other park visitor either loses an item or finds an item, they should be referred to the Jenny Lake Ranger Station or to Park Headquarters to make a report. If the Concessioner finds a lost item, it should be turned in to the Jenny Lake Ranger Station or to Park Headquarters as soon as possible.

X. INTEGRATED PEST MANAGEMENT

The control of pests by chemical and other means is subject to park approval. Specific problems can be referred to the Chief, Science and Resource Management.

XI. COMPLAINTS

- A. The Service will send complaints or comments regarding Concessioner facilities and services to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of the response to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner.
- B. In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by Jenny Lake Boating, Inc., a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the park for similar services with due consideration for appropriate differences in operating conditions.

Please address comments to: Superintendent
Grand Teton National Park
P.O. Box 170
Moose, Wyoming 83012

XII. ADVERTISEMENTS/PUBLIC INFORMATION

- A. All promotional material must be approved by the Superintendent prior to publication, distribution, broadcast, etc. Advertisements must include a statement that the Concessioner is authorized by the NPS, Department of the Interior, to serve the public in Grand Teton National Park. Brochure changes and layout should be submitted to the Superintendent for review at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure texts within 15 days. Longer periods may be required for major changes.
- B. Advertisements for employment must contain a statement that the company is an equal opportunity employer.

XIII. PROTECTION AND SECURITY

- A. The National Park Service provides law enforcement within the park.
- B. Fire Protection
 - 1. The National Park Service provides fire protection. The Concessioner will ensure that all buildings within its assigned areas meet Fire and Life Safety Codes unless otherwise approved in writing by the Superintendent. Fire detection equipment will be maintained in good operating condition at all times and verified through documented inspections. Documentation of inspections is a part of the Loss Control Program and will be reviewed by the Service.
 - 2. The Concessioner will immediately report all structural fires to Park Dispatch.
 - 3. The Concessioner shall maintain and ensure fire access to buildings and fire department hook-ups at all times.
 - 4. Existing facilities will be brought up to Life Safety Code handbook standards unless the Superintendent approves exceptions or equivalents. All new construction will meet NFPA codes. All major renovations to any facility will meet the most current edition of all subject codes.

XIV. DESIGN AND CONSTRUCTION

- A. The Service must approve plans and specifications for all construction and renovations prior to the start of each project. Submittals should be made in a time frame that allows for necessary reviews and clearances (30 days is recommended). Plans and specifications must be prepared in accordance with NPS-48, Chapter 17, Design and Construction and NPS-10, Drafting Guideline. Construction codes to be followed include, but are not limited to, the most current editions of the Uniform Building Code, the National Plumbing Code, The National Electric Code, Uniform Federal Accessibility Standards, and NFPA's Life Safety Code. Where locally applicable codes exist that set a higher standard than national codes, local codes will apply, at the discretion of the Superintendent.

- B. All plans submitted must have been prepared by a qualified individual and bear an engineer's stamp.
- C. Construction and renovation of buildings on the List of Classified Structures or the National Register of Historic Places must be carried out in accordance with the Public Law, 96-515, National Historic Preservation Act; Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings; the Secretary of the Interior's Standards for Historic Preservation Projects; and 36 CFR, Chapter VIII, Advisory Council on Historic Preservation.

XV. ABOVEGROUND STORAGE TANKS AND FUEL DISPENSING SYSTEM

- A. The Concessioner will install and maintain a 1000-gallon double-sided fuel storage tank on a concrete pad. The installation will include anti-roll saddles. Screening of the tank is subject to applicable codes and Service approval.
- B. The Concessioner will comply with all applicable state and federal laws regarding aboveground storage tanks.
- C. The Concessioner will establish a routine procedure for monitoring inventories.
- D. The Concessioner will provide the Concessions Office with copies of all test results conducted on aboveground storage tanks.
- E. The Service must approve all plans for any work involving aboveground storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc.
- F. The Concessioner will install a fuel dispensing system in accordance with applicable codes.

XVI. HAZARDOUS WASTE PROGRAM

- A. The Concessioner must comply with all federal, state, and local regulations regarding hazardous waste.
- B. The Concessioner shall place a salvage drum at each fuel dispensing area and be equipped to immediately address any spill.
- C. The Concessioner will develop Hazardous Material Plan as part of the Environmental Management Plan.
- D. The Concessioner will properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or non-hazardous chemical and biological products released from any vessels and/or stationary sources. Response shall be consistent with guidelines established within applicable federal, state, and local regulations, and as outlines within the Concessioner's Hazardous Materials Plan. When a spill, leak, or other release occurs, the Concessioner shall immediately notify Park Dispatch.

XVII. OTHER SOLID WASTE DISPOSAL

- A. The National Park Service will provide a bear resistant dumpster to the Concessioner.
- B. Articles such as defunct appliances, scrap building materials, tires, mattresses, etc., are not to be placed in or near dumpsters. No large pieces of metal or wood can be put into dumpsters.
- C. Items such as automotive batteries, waste oil, paint, solvents, thinner, etc., are considered hazardous wastes and must be properly recycled or disposed of outside the park.
- D. Under no circumstances is it acceptable to place garbage next to or near a dumpster.
- E. Waste that is not allowed in dumpsters must be hauled to the Teton County Transfer Facility for disposal, at the expense of the Concessioner.

XVIII. RECYCLING AND CONSERVATION

- A. The Concessioner will fully participate in a recycling program. The Concessioner will collect aluminum, cardboard, and glass and transport it to a collection area on a regular basis (at least once at the end of a summer season). Interim storage of all recyclable materials must be indoors to prevent access by bears and rodents.
- B. Source Reduction - The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over single-service items. Polystyrene and plastics will be used as little as possible, and then only polystyrene not containing chlorofluorocarbons may be used. Where disposable products are needed, products will be used which have the least impact on the environment.
- C. Water and Energy Conservation - The Concessioner will implement water and energy conservation measures for its operation. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

XIX. TOUR BOAT STANDARDS

The Concessioner will manage this operation consistent with Intermountain Region Tour Boat Standards (Exhibit "I") unless stipulated otherwise in this Operating Plan.

XIX. VESSEL MAINTENANCE AND INSPECTIONS

The Concessioner will maintain all vessels and record repairs and other maintenance in a log.

The Concessioner will pay to have all vessels inspected by a qualified marine inspector biannually or by the U.S. Coast Guard, if there is an agreement between the U.S. Coast Guard and the National Park Service. U.S. Coast Guard inspections will be done on a reimbursable

basis. All deficiencies will be corrected according to a schedule established by the Service. The Service will pay for the cost of inspections for the 2002 season.

New or replacement vessels must be approved in advance by the Service. New or replacement in-board vessels using petroleum fuel must have diesel engines consistent with Intermountain Region Tour Boat Standards. New or replacement vessels used to carry passengers for hire must be certificated by the U.S. Coast Guard.

The Concessioner will evaluate the use of alternate fuels in 2003.

XXI. REQUIREMENTS FOR SENIOR PILOTS

- A. The Concessioner shall have on staff a senior pilot to provide operator training and perform the practical skills evaluations for boat captains.
- B. The senior pilot must hold, as a condition of employment, a United States Coast Guard license to carry passengers for hire. The minimum license necessary is the restricted master's license issued by the U.S. Coast Guard for waters in Grand Teton National Park.

XXII. BOAT CAPTAIN REQUIREMENTS

- A. Boat captains must have attained the age of 18 years to operate vessels carrying more than six passengers.
- B. Boat captains must demonstrate by practical examination, administered and documented by the Concessioner, minimum levels of skill, knowledge, and experience for the type or types of boats to be operated and their routes of travel. The basis of this practical exam shall be documented in the Concessioner's risk management program. A sample exam is included in Exhibit "1" to this plan.
- C. Boat captains must demonstrate by practical examination the operation of refueling systems with emphasis on both safety and protection of the lake environment.
- D. Boat captains must have current certification in both Standard First Aid and CPR.
- E. Boat captains must provide proof to the Concessioner of having successfully completed a physical examination as required by the Intermountain Region Tour Boat Standards and the U.S. Coast Guard. (Exhibit "1"). The physical examination must be renewed every five years.
- F. Boat captains must pass a written exam administered by the Service and have logged 100 hours of recreational boating experience as described in Intermountain Region Tour Boat Standards or meet other licensing requirements acceptable to the Service and the U.S. Coast Guard.

XXIII. PARK REGULATIONS

The Concessioner will comply with all National Park Service rules and regulations. The Concessioner will ensure that employees and clients are made aware of these rules and regulations.

XXIV. ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner will develop and submit an Environmental Management Program (EMP) as required by the CONTRACT. As part of this plan the Concessioner will establish a Resource Advisory Board to make recommendations and provide support and assistance to the Concessioner in its operations and environmental programs. The roles and functions of the Resource Advisory Board will be included in the EMP

CONCESSIONER

NATIONAL PARK SERVICE

Charles A. O'Neal
Title: President

Date: 29 April 2002

Jan M. Arzelle
Title: Acting Superintendent

Date: 4-30-02

EXHIBIT "1"
INTERMOUNTAIN REGION TOUR BOAT STANDARDS

INTRODUCTION

Synopsis:

The National Park Service, Rocky Mountain Region has identified the need to regulate passenger for hire tour boat operations on non-navigable waters within the Region. The United States Coast Guard is the agency which normally regulates these operations, but their jurisdiction extends only to navigable waters. Navigable waters include bodies of water with commerce between two states or countries, major river systems and those waters with direct access to the sea.

Most states regulate only white-water rafting and not flat water operations. While many states require guide and outfitter licenses for fishing guides, they do not require operator licenses or vessel inspections for either fishing guides or tour boat operations.

Task:

This task is to prepare a recommendation for uniform standards to be adopted region-wide for the regulation of passenger for hire vessels and their operators on flat water and flat water sections of rivers. If adopted and found serviceable within the Region, these standards will be proposed for Service-wide implementation. Note that this task proposes to set standards for fishing guides as well as tour boat operations.

Standards:

These standards have been developed using three major parameters to test their value in the following order of priority:

- 1) Risk identification
- 2) Credibility of the program
- 3) Ease of implementation

The condition of the vessels was identified as the highest risk factor and received the most attention for developing a high standard. The standards chosen for vessel safety are those of the Coast Guard regulating passenger for hire vessels.

The routes of operation found on the non-navigable lakes and reservoirs within the Region are considered less complex than those of most vessel operations. Consequently the amount of operator experience was identified as an area that could be realistically proposed to be reduced relative to the level of experience required to be licensed by the Coast Guard.

The task force found that while the risk level was reduced by operations over simpler routes, some increased credibility was necessary to make the program acceptable. The majority of commenters felt that requiring Coast Guard licensing of every operator was unnecessary for the routes involved and would impose an extreme hardship on concessioners. A compromise is therefore recommended to require that each concession operating vessels with more than 6 passengers for hire be required to maintain one Coast Guard licensed person on their staff. This licensed operator would serve as the senior pilot and would in turn train, examine, and certify that operator applicants have successfully completed the practical skills portion of the requirements.

This license requirement is considered to be a condition of employment rather than a license for the given waters, thus eliminating questions regarding the applicability of the license on non-navigable waters.

Operations carrying 6 or less passengers for hire would be exempt from the requirement to have a Coast Guard licensed operator on staff. These operations would be required to submit an affidavit to the concession representative documenting their medical examination, adequate hours of experience, and ability to successfully complete the practical maneuvers.

Diesel: The task force recommends making the conversion to diesel engines a part of contract negotiations, rather than requiring full diesel conversion at a particular time as a part of these guidelines. This would allow coordinating major capital outlays with rate and franchise fee structures.

P.F.D.'s: Passenger for hire vessels are required to carry Type I Life Preservers of appropriate size. Legally carried Type I PFD's with the U.S. Coast Guard approval number 160.055 are better suited to wearing by infants and small children than the original 160.002. The new SOLAS standard Type I PFD carrying the approval number 160.155 is the recommended standard where small children will be carried. Individual areas may establish additional requirements for PFD's more suitable for infants and small children. In that case the Type I carriage requirement must still be met, but additional PFD's of a more appropriate size may be required, in which case the approved Type II is recommended over a Type III device because of the increased likelihood to float a person upright.

Vessel Inspection: Vessel inspection by the United States Coast Guard Marine Inspection Division is the standard of the industry. A memorandum of understanding would allow for them to conduct inspections and would bring our vessels under their jurisdiction for inspection purposes. This would alleviate the existing question of conducting inspections on non-navigable waters outside their jurisdiction.

Alternatives considered included vessel inspection by NPS personnel, concession employees, marine surveyors, and a recognized classification society.

Written Examination: The park service will administer the written examination at the park level. Written exams will be developed directly from the data bank of questions used on the Coast Guard operator exams. Topics will include Rules of the Road, weather, first aid, safety equipment, and general knowledge and seamanship.

INDEX

- 1) Implementation
- 2) Requirements for Operators
- 3) Operator's Log
- 4) Physical Exam Requirements
- 5) Standards for Practical Exam
- 6) Operator Certification Checklist
- 7) Requirements for Senior Pilots
- 8) Vessel Inspections
- 9) Correction of Deficiencies
- 10) Machinery Installation
- 11) Safety Equipment Checklists

IMPLEMENTATION

These requirements are targeted for phased implementation over the next three years, beginning by identifying the most serious concerns during the 1990 visitor season with the standards being fully in place for the 1993 visitor season.

Particular elements and their projected implementation dates are as follows:

- A. Vessel Inspection: Vessel inspections will be arranged for and provided by United States Coast Guard Inspectors through a memorandum of agreement. These will normally be scheduled on an annual basis, with a required out of water hull inspection at least every 5 years (more frequently for wooden hull vessels).

Until such a time as the memorandum for inspections can be implemented, inspections shall be accomplished by a marine survey which shall be conducted prior to the end of the 1990 season and biannually thereafter until the agreement is in place.

Vessels carrying six or less passengers for hire are exempted from the above inspection requirement, but must comply with recreational boat requirements, have a reliable means of communication, and carry one U.S. Coast Guard Type I Life Preserver of the proper size for each person on board including the operator.

- B. Conversion to Diesel Engines: Vessels carrying more than six passengers for hire, not yet converted to diesel engines, must meet the alternative requirement of either installing fixed extinguishing systems in each compartment, or carrying approved life floats (rafts) of sufficient capacity for the total number of passengers carried.
- C. Annual Safety Equipment Check: In support of the Loss Control Program, the concessioner will perform a check of the condition and serviceability of the required safety equipment listed in these standards prior to the 1990 passenger season.
- D. Lifesaving Equipment: All passenger for hire vessels are required to have one Type I U.S. Coast Guard approved life preserver of an appropriate size for each person aboard, including crew prior to the 1990 passenger season.
- E. Reliable Means of Communication: Each vessel must have on board a working, reliable means of communication to a shore station which can summon assistance throughout the entire voyage prior to the 1990 passenger season. A citizen's band radio is not considered a reliable means.

REQUIREMENTS FOR OPERATORS

To be certified by the concessioner an operator must meet the following requirements:

- 1) Must have attained the age of 19 years to operate vessels carrying more than 6 passengers.

Must have attained the age of 18 years to operate uninspected vessels carrying 6 or less passengers.
- 2) Provide satisfactory proof of age.
- 3) Demonstrate by written examination administered by the National Park Service a minimum level of skill, knowledge, and experience in Rules of the Road, weather, first aid, safety equipment requirements, and general knowledge and seamanship.
- 4) Demonstrate by practical examination administered and documented by the Concessioner minimum levels of skill, knowledge, and experience for the type or types of boats to be operated and their routes of travel. The basis of this practical exam shall be documented in the Concessioner's loss control program. An example of minimum skills to be demonstrated is attached.
- 5) Demonstrate by practical examination the operation of refueling systems with emphasis on both safety and protection of the lake environment. This certification will be performed by the entity (the Service or Concessioner) with responsibility for the refueling station.
- 6) Provide proof of current certification in both Standard First Aid and C.P.R. These certifications must be in possession of the employee while operating the vessel.
- 7) Provide proof to the concessioner of having successfully completed a physical examination. The physical examination must be renewed every 5 years. See Requirements for Physical Examination.
- 8) Submit satisfactory evidence of experience by providing documentation of 140 hours of experience in the operation of motor vessels. At least 40 hours of this requirement must be in a vessel of the same class the applicant has applied to operate.

Hours of operation must be documented on the attached log or its reasonable equivalent. Statements from previous employers may be considered for documentation of experience. Hours of operation are considered to include those assisting the primary operator in start up, shut down, docking, navigation, and actual vessel operations.

OPERATOR LOG

OPERATOR _____

[illegible]

PHYSICAL EXAMINATION

Proof of having successfully completed a physical examination will be required every five years. This document will be maintained in the employee's confidential file by the concessioner. Compliance of this requirement will be certified to the NPS Concession Representative.

- 1) In general, epilepsy, insanity, acute venereal disease, neurosyphilis, badly impaired hearing, or other defect that would render the operator incapable of handling the vessel or performing emergency and rescue operations would be cause to deny the applicants certification.
- 2) Visual Acuity: Operators must have uncorrected vision of at least 20/200 in each eye correctible to 20/40 in each eye. Vision beyond these parameters requires a waiver provided by the NPS Concession Representative in concurrence with the Park Safety Officer.
- 3) Color Sense:
 - A. Applicants must have normal color sense.
 - B. X-Chrom lenses may not be used during the test.
 - C. The following tests may be used to determine color sense;
 - (1) Pseudoisochromatic Plates (Dvorine, 2nd Edition; AOC; Revised edition or ADC-HRR; Ishihara 16, 24, or 38 plate patterns)
 - (2) Eldridge-Green color perception lantern
 - (3) Farnsworth Lantern
 - (4) Keystone Orthoscope
 - (5) Keystone Telebinocular
 - (6) SCMCTT (School of Aviation Medicine Color Threshold Tester)
 - (7) Titmus Optical Vision Tester
 - (8) Williams Lantern
- 4) Hearing: An audiometer test is required only if the applicant has, or is suspected to have, impaired hearing. A hearing loss of over 40 db is considered impaired hearing and will require a waiver.

MERCHANT MARINE PERSONNEL PHYSICAL EXAMINATION REPORT

PRIVACY ACT STATEMENT

As required by 5 USC 552a(e)(3), the following information is provided when supplying personal information to the U. S. Coast Guard.

1. Authority for solicitation of the information: 46 USC 2104(a), 7101(c)-(e), 7306(a)(4), 7313(c)(3) 7317(a), 8703(b), 9102(a)(5).
(See 46 CFR subparts and paragraphs 10.205(d), 10.207(e), 10.209(d), 12.05-5, 12.20-3)
2. Principal purposes for which the information is used:
 - (1) To determine if an applicant is physically capable of performing shipboard duties.
 - (2) To ensure that the applicant's physical is conducted by a duly licensed physician/physician's assistant and to verify the information as needed.
3. The routine uses which may be made of this information:
 - (1) This form becomes part of the applicant's file as documentary evidence that the regulatory physical requirement has been satisfied and the applicant is physically competent to hold a merchant marine license or document.
 - (2) This information becomes put of the total license or document file and is subject to review by federal agency casualty investigators.
4. Disclosure of this information is voluntary, but failure to provide this information will result in non-issuance of a license or merchant mariner's document.

INSTRUCTIONS FOR THE PHYSICIAN

The United States Code requires a physical examination to determine that all holders of Coast Guard issued Licenses and Merchant Mariner's Documents are of sound health with no physical limitations that would hinder or prevent performance of duties. In general, all mariners must be capable of working in cramped spaces on rolling vessels. They must be able to climb steep stairs or vertical ladders. In an emergency such as a vessel fire or flooding, the mariner must be able to fully participate in the firefighting and lifesaving of passengers and crewmembers. In addition, mariners must be physically able to stand an alert 4 to 8 hour watch. To do this, they must be free from any sudden onset of a medical condition which would affect their watchkeeping abilities.

Detailed guidelines on potentially disqualifying medical conditions may be obtained from any U. S. Coast Guard Regional Examination Center (NVIC 2-98) or by calling Coast Guard National Maritime Center (NMC-4C), at 703-235-8483. Examples of impairment that could lead to disqualification include: impaired vision, color vision or hearing; poorly controlled diabetes; multiple or recent myocardial infarctions; psychiatric disorders; and convulsive disorders. In short, any condition that poses an inordinate risk of sudden incapacitation or debilitating complication, and any condition requiring medication that impairs judgment or reaction time are potentially disqualifying and will require a detailed evaluation.

The Coast Guard will use this physical evaluation to determine the applicants eligibility to hold a license or document.

1. Name (Last, First, MI)

2. Social Security Number

3. Height (inches)

4. Weight (pounds)

5. Eye Color

6. Hair Color

7. Distinguishing Marks

8. Blood Pressure

Systolic

Diastolic

9. Pulse (resting)

☐ Regular

☐ Irregular

10a Vision:

Uncorr. Right 20/

Corr. to 20/

Uncorr. Left 20/

Corr. to 20/

10b. Field of Vision:

_____ Degrees

☐ Normal

☐ Abnormal

Color Vision

☐ Normal

☐ Abnormal

* Color sense must be tested by one of the following.

* Color sensing lenses are prohibited.

Pseudoisochromatic plates

Divorine 2nd Edition

ARC

Eldridge - Green Perception Lantern

SAMCTT - School of Aviation Medicine

AOC Revised Edition

AOC-HRR

Farnsworth Lantern

Titmus Optical Vision Test

Ishihara 16- 24- 38- Plate Ed

Keystone Orthoscope

Williams Lantern

Keystone Telebinocular

12. Hearing

☐ Normal

☐ Impaired

An audiometer and speech discrimination tests are only required if the applicant has, or is suspected to have Impaired hearing.

Audiometer
(Threshold Values)

500 (Hz)

1000 (Hz)

2000 (Hz)

3000 (Hz)

Functional Speech Discrimination Test at 55 db

Right Ear

Left Ear _____%

Right Ear _____%

Left Ear

Right Ear - aided

External Auditory Canal

Left Ear - aided

☐ Normal

☐ Abnormal

13. Indications of current or past Drug/Alcohol Abuse

☐ Yes

☐ No

If yes explain in Block 16

The Coast Guard estimates that the average burden for this is 5 minutes. You may submit any comments concerning the accuracy of this burden estimate or any suggestion for reducing the burden to: Commanding Officer National Maritime Center (NMC-4C), 4200 Wilson Blvd, Suite 510, Arlington, VA 22203-1804 or Office of Management and Budget, Office of Information and Regulatory Affairs, Attention: Desk Officer for DOT/USCG, Old Executive Building, Washington, DC 20593

PRACTICAL EXAM STANDARDS

The concessioner senior pilot will administer a practical examination to each new operator or applicant for certification upgrade in the Class of Vessel to be operated or route operated over. The concessioner will also administer a practical examination to those operators holding U.S. Coast Guard licenses or certifications from other National Park Service areas.

ENGINEERING AND SEAMANSHIP:

- 1) Make and describe use of at least (5) seaman's knots, hitches, or bends including proper cleat-down.
- 2) Demonstrate care, cleaning, stowing, and wearing of required life preservers. Identify location and need for child size life preservers.
- 3) Explain in detail procedures for getting underway including use of checklist in routine check of:
 - a) Cooling System
 - b) Engine Oil
 - c) Fuel
 - d) Gear Oil
 - e) Shaft Bearings
- 4) Know and use proper ventilation procedures.
- 5) Proper starting and warm-up procedure and electrical switch settings.
- 6) Engine in operation checks: fuel supply, temperatures, pressures, normal gauge readings.
- 7) Trouble shooting for failure to start or bad gauge readings.
- 8) Proper engine shut-down and securing of vessel and systems.
- 9) Demonstrate and explain use of all firefighting and emergency apparatus.
- 10) Explain the three classes of fire and how to combat them.

UNDERWAY OPERATION:

- 1) Approach and depart from dock:
 - a) Wind on the dock
 - b) Wind off the dock
 - c) Wind along the dock
- 2) Approach dock with alternate engines out (twin engine only).
- 3) Demonstrate proper use of spring lines to assist in approaching and departing from dock.

OPERATOR CERTIFICATION CHECKLIST

Name _____

Date Completed _____

Proof of Age _____

Written Exam Passed _____

(Not required of those holding current U.S.C.G.
licenses or who have completed the NPS exam in
the last (5) years.)

Practical Exam Passed _____

Demonstration of Safe Fueling Procedures _____

Certification of current Standard 1st Aid and CPR _____

Physical Examination on file
(Required every (5) years) _____

Documentation of Experience (140 hours total experience,
of which 40 hours is in same class of vessel) _____

Operator Name, Class of Vessels (or vessel names) to be
operated, and Routes of Operation certified by memo to
NPS park concession representative _____

REQUIREMENTS FOR SENIOR PILOTS

Each operation consisting of a vessel or vessels carrying more than 6 passengers for hire must have on staff a senior pilot to provide operator training and perform the practical skills evaluations for operator applicants.

The senior pilot must hold, as a condition of employment, a United States Coast Guard license to carry passengers for hire. The minimum license necessary is the "Operator of Uninspected Passenger Vessels Upon Inland Routes".

While this license permits the holder to carry only 6 or less passengers on navigable waters, it is required as a condition of employment under these guidelines and is not related to the size of vessel or the number of passengers carried while operating as a Senior Pilot certified by the concessioner.

Specific requirements and examination centers are provided on the following pages.

EXPLANATION OF LICENSE CHECK-OFF LISTS

On the pages following this section you will find license check-off lists which list the requirements to qualify for each of the various licenses. This section explains the documentation which you must provide with your application to meet the application requirements for the specific license.

CITIZENSHIP: You must present proof of citizenship with your application for an original license. This must be the original or a certified copy of your birth certificate or birth record, or a U.S. passport, or a Certificate of Citizenship. If none of these can be provided, you should contact the Regional Examination Center for a listing of other accepted forms of proof.

All licenses require the holder to be a U.S. citizen, except a license as Operator of Uninspected Passenger Vessels limited to vessels not documented under U.S. laws.

PHYSICAL EXAMINATION: All applicants for an original license or a raise of grade must present certification from a licensed physician or physician's assistant that they have satisfactory visual acuity, hearing, and are in good health and have no physical impairment or medical condition which would render them incompetent to perform the duties required by the license.

a) For original license applications, this certification must have been completed within the previous 12 months.

b) For raises of grade, if you have had a physical examination completed for an original license or renewal within three years of this application, no additional physical examination will be required.

We have enclosed a physical examination form which may be used by your personal physician to record the results of the required physical examination.

Where an applicant does not meet the physical standards, the Officer in Charge, Marine Inspection may recommend a waiver to the Commandant, U. S. Coast Guard if extenuating circumstances warrant special consideration. The applicant may submit correspondence, reports and records in support of this request.

CHARACTER REFERENCES: All applicants for an original license must submit character references from a master and two other licensed officers of vessels upon which they have served. The persons providing these recommendations may do so by letter, or by completing Section VI of the application form, CG-866.

a) For a pilot's or engineer's license at least one of the references must be a licensed pilot or chief engineer, respectively.

b) For a license as operator of uninspected towing vessels recommendations may be from recent marine employers, with at least one recommendation from a licensed master or operator.

c) For a license for which no commercial experience may be required, such as master/mate 0-200 gross tons or operator of uninspected passenger vessels, the recommendations may be made by three persons who have knowledge of the applicant's suitability for such license.

**OPERATOR OF UNINSPECTED PASSENGER VESSELS
UPON (INLAND/NEAR COASTAL) TESTS**

Name _____

File # _____

General Requirements		Reference	Evaluator
01. Age: 18		10.205(b)	
02. Citizen of U.S. (exception possible)		10.201(e)	
03. Physical examination		10.205(d)	
04. Character references (original)		10.205(f)	
05. Recency - three months service within last three years		10.202(e)	
06. First aid and CPR certificates		10.205(h)	
07. Service requirements inland route: 10.466		Hour Days	Service Credit
A. 360 8- or 240 12-hr days experience in the operation of vessels.			
08. Service reqmts near coastal rte: 10.466			
A. 360 8- or 240 12-hr days experience in operation of vessels; with,			
(1) 90 8- or 60 12-hr days service on ocean or near coastal waters.			

Not approved for testing - issued requirement letter for: _____

_____ Date: _____ Evaluator: _____

Approved for testing - hold license pending completion/receipt of _____

_____ Date: _____ Evaluator: _____

Date all requirements met: _____ Evaluator: _____

Rev. SUBJECT TO CHANGE WITHOUT PRIOR NOTICE

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-866 (Rev. 6-82)	SEA SERVICE FORM (SMALL BOAT EXPERIENCE) <i>See Privacy Act Statement on Instruction Sheet</i>	REC St Louis			
NAME _____ (Last) (First) (Suffix)		MIDDLE INIT. _____ SOCIAL SECURITY NO. _____			
FILING DATA (C.G. USE ONLY) _____					
VESSEL NAME _____ OFFICIAL NO. OR STATE REGISTRATION NO. _____ LENGTH OF VESSEL _____					
GROSS TONS _____ PROPULSION: _____ SERVED AS: _____					
VESSEL WAS OPERATED BY THE APPLICANT UPON THE WATERS OF: _____					
_____ BETWEEN _____ TO _____ (Name body or bodies of water) (Geographical Point) (Geographical Point)					
NAME OF OWNER OR OWNERS OF BOAT IF OTHER THAN APPLICANT: _____					
WRITE IN THE BLOCK UNDER THE APPROPRIATE MONTH THE NUMBER OF DAYS THAT YOU OPERATED OR SERVED ON THE ABOVE NAMED BOAT.					
JANUARY (Year)	FEBRUARY (Year)	MARCH (Year)	APRIL (Year)	MAY (Year)	JUNE (Year)
JULY (Year)	AUGUST (Year)	SEPTEMBER (Year)	OCTOBER (Year)	NOVEMBER (Year)	DECEMBER (Year)
VESSEL NAME _____ OFFICIAL NO. OR STATE REGISTRATION NO. _____ LENGTH OF VESSEL _____					
GROSS TONS _____ PROPULSION: _____ SERVED AS: _____					
VESSEL WAS OPERATED BY THE APPLICANT UPON THE WATERS OF: _____					
_____ BETWEEN _____ TO _____ (Name body or bodies of water) (Geographical Point) (Geographical Point)					
NAME OF OWNER OR OWNERS OF BOAT IF OTHER THAN APPLICANT: _____					
WRITE IN THE BLOCK UNDER THE APPROPRIATE MONTH THE NUMBER OF DAYS THAT YOU OPERATED OR SERVED ON THE ABOVE NAMED BOAT.					
JANUARY (Year)	FEBRUARY (Year)	MARCH (Year)	APRIL (Year)	MAY (Year)	JUNE (Year)
JULY (Year)	AUGUST (Year)	SEPTEMBER (Year)	OCTOBER (Year)	NOVEMBER (Year)	DECEMBER (Year)

ALASKA, Anchorage (907) 271-3513	U.S. Coast Guard, Marine Safety Office (REC), 701 C Street, Box 17 Anchorage, AK 99513-0065
ALASKA, Juneau (907) 586-7309	U.S. Coast Guard, Marine Safety Office (REC), 2760 Sherwood Lane, Suite 2A, Juneau, AK 99801-8545
CALIFORNIA, Alameda (415) 437-3092/93	U.S. Coast Guard, Marine Safety Office (REC), Building 14, Rm. 109, Coast Guard Island, Alameda, CA 94501-5100
CALIFORNIA, Long Beach (213) 499-5530	U.S. Coast Guard, Marine Safety Office (REC), 165 W. Pico Ave., Long Beach, CA 90802-1096
FLORIDA, Miami (305) 536-6548/6549	U.S. Coast Guard, Marine Safety Office (REC), 155 S. Miami Ave., Miami, FL 33130-1609
HAWAII, Honolulu (808) 541-2072	U.S. Coast Guard, Marine Safety Office (REC), Rm. 1, 433 Ala Moana Blvd., Honolulu, HI 96813-4909
LOUISIANA, New Orleans (504) 589-6183/4/5	U.S. Coast Guard, Marine Inspection Office (REC), 1440 Canal Street, Eighth Floor New Orleans, LA 70112
MARYLAND, Baltimore (301) 962-5133/4/5	U.S. Coast Guard, Marine Safety Office (REC), U.S. Custom House, 40 S. Gay St., Baltimore, MD 21202-4022
MASSACHUSETTS, Boston (617) 565-9040	U.S. Coast Guard, Marine Safety Office (REC), 447 Commercial St., Boston, MA 02109-1096
MISSOURI, St. Louis (314) 425-4657	U.S. Coast Guard, Marine Safety Office (REC), P.O. Box D-17, 210 N. Tucker Blvd., Rm. 1130, St. Louis, MO 63188-0017
NEW YORK, New York (212) 668-7492	U.S. Coast Guard, Marine Inspection Office (REC), Battery Park Bldg., New York, NY 10004-1466
OHIO, Toledo (419) 259-6394/5/6/7	U.S. Coast Guard, Marine Safety Office (REC), Rm. 501, Federal Bldg., 234 Summit Street Toledo, OH 43604-1590
OREGON, Portland (503) 240-9346	U.S. Coast Guard, Marine Safety Office (REC), 6767 N. Basin Ave., Portland, OR 97217-3992
S. CAROLINA, Charleston (803) 724-7693	U.S. Coast Guard, Marine Safety Office (REC), 196 Tradd St., Charleston, SC 29401-1899
TENNESSEE, Memphis (901) 521-3297	U.S. Coast Guard, Marine Safety Office (REC), 200 Jefferson Ave., Suite 1302, Memphis, TN 38103-2300
TEXAS, Houston (713) 229-3560	U.S. Coast Guard, Marine Inspection Office (REC), 8876 Gulf Freeway, Suite 210, Houston, TX 77017-6595
WASHINGTON, Seattle (206) 286-5510	U.S. Coast Guard, Marine Inspection Office (REC), 1519 Alaskan Way S., Bldg. 1, Seattle, WA 98134-1192
PUERTO RICO, San Juan (809) 725-0857 / 722-2697	U.S. Coast Guard, Marine Safety Office P.O. Box S-3666, Old San Juan, PR 00904-3666

VESSEL INSPECTIONS

Vessel safety inspections will ultimately be conducted by United States Coast Guard inspectors on approximately an annual basis. These inspections will be based on regulations found in 46 C.F.R. Chapter 1, Parts 175 through 187 (SUBCHAPTER T).

Until a memorandum of understanding with the Coast Guard can be implemented, inspections of tour boats will be conducted by licensed marine surveyors. A baseline inspection shall be accomplished and deficiencies corrected prior to beginning of operations for the 1991 season. Thereafter a biannual inspection will be made and deficiencies corrected prior to each second season until the Coast Guard takes over the inspection process. The concessioner will arrange for and bear the cost of the required marine survey.

The marine surveyor used shall be one who specializes in passenger for hire operations and has a working knowledge of SUBCHAPTER T requirements. The marine surveyor must be an independent third party and not affiliated with an authorized National Park Service Concessioner. Recognized classification societies dealing with small passenger vessels may also be used.

Each vessel operated exclusively in fresh water shall also be inspected in drydock at intervals not to exceed 60 months.

Inspections shall be conducted using standards acceptable as good marine practice adhering to requirements found in the United States Coast Guard SUBCHAPTER T (Passenger Vessels Under 100 Gross Tons) as stated in 46 CFR Ch. 1, PART 175 through PART 187.

At the minimum, surveys or inspections will include and Reports of Survey will address:

1) GENERAL SAFETY:

- A) Number of passengers the vessel can safely carry, using 46 CFR Ch 1, PART 176.01-25 as a guideline, paying special attention to considerations of stability.
- B) Required crew size considering number of passengers and vessel configuration. A minimum of one certified operator and one deckhand will be required on Class II and Class III vessels. Additional crew may be required on any craft based on passenger load and vessel configuration.
- C) Limits to the number of passengers on upper decks, open stern decks, and other confined spaces. In the case of upper decks, special concern shall be given to stability considerations. Passenger limits shall be clearly posted, both for vessel totals and where applicable for specific areas of the vessel.
- D) Any unusual safety concerns due to risks from route, weather, or other outside factors.

5) LIFESAVING EQUIPMENT: Condition and serviceability of:

- A) Life Preservers. If approved type and in serviceable condition, they shall be stamped "Passed" together with the date and the inspector's initials.
- B) Additional lifesaving equipment, or need for same.
- C) Life preservers must comply with Subchapter T with regard to number, type and size requirements.
- D) Life floats (life raft) requirements for routes operating more than 1 mile from shore.

6) FIRE EXTINGUISHING EQUIPMENT: Condition and serviceability of;

- A) Fire pumps, including test of pump and fire hose to available pump pressure.
- B) Portable fire extinguishers including checks shown in 46 CFR Ch. 1, Table 176.25-25(a)(2). Special consideration shall be given to the adequacy, positioning and proper marking of hand portable fire extinguishers.

7) VENTILATION:

All confined spaces with the potential for containing flammable vapors and a source of ignition shall be inspected for adequate ventilation. Ventilation must comply with 46 CFR Sec. 25.40.

8) PRESSURE VESSELS:

Pressure vessels shall be inspected and tested within the guidelines stated in 46 CFR Ch. 1, PART 176.25-30.

9) STEERING APPARATUS:

The steering and auxiliary steering apparatus shall be inspected for adequacy, condition, and serviceability.

10) MISCELLANEOUS SYSTEMS and EQUIPMENT:

Other required equipment such as navigation lights, two-way communications radios, sound producing devices etc. shall be examined and tested for condition and serviceability.

11) SANITARY SYSTEMS:

Where installed, sanitary systems will be inspected for serviceability and to assure no overboard discharges may occur.

CORRECTION OF DEFICIENCIES

Upon completion of the inspections or safety checks, the inspector will provide a copy of the inspection report to the concession specialist who will assign deficiencies A, B, or C ratings to identify time frames for correction.

The vessel inspectors shall be consulted and their recommendations considered in determining the schedule for correcting deficiencies. Coast Guard inspectors will generally assign time frames for correcting more serious items.

"A" priorities are safety items and must be corrected before the vessel again carries passengers for hire.

"B" priorities relate to routine maintenance items and must be corrected within 15 days.

"C" priorities relate to long term maintenance and must be corrected by the next inspection or negotiated for a schedule of completion.

"A" priorities include, but are not limited to:

Any repairs to hull and structures needed for safety reasons.

Improper type, size, or insufficient number of serviceable life preservers.

Fuel leaks or other problems with fuel system.

Serious mechanical deficiencies affecting safety.

Electrical problems affecting safety.

Deficiencies in the required number, size, or serviceability of fire extinguishers or pumps.

Ventilation deficiencies.

Radio problems. Alternate systems may be substituted during repairs if they are a reliable means of communication.

Problems with steering or other systems critical to the safe operation of the vessel.

Any identified unsafe practices such as operation in extreme currents, high winds, or dangerously shallow waters.

MACHINERY INSTALLATION

Vessels Carrying More Than 6 Passengers for Hire

Machinery installation in vessels carrying more than 6 passengers for hire will comply with the standards listed in 46 CFR Ch. 1, PART 182-MACHINERY INSTALLATION. Any deviations from these standards must conform to acceptable marine practices and be inspected and approved by a Coast Guard inspector (or in the interim, a licensed marine surveyor).

Any material change in the machinery installations on a vessel, other than replacements in kind, shall be inspected and approved by an inspector (interim: licensed marine surveyor). This inspection of major repairs shall take place prior to the vessel being placed back in service carrying passengers for hire.

Machinery installed will be of marine type, and where necessary, will be United States Coast Guard approved, as in the case of backfire flame arrestors.

Vessels Carrying 6 or Less Passengers for Hire

Vessels carrying 6 or less passengers for hire, while they don't have to be inspected at regular intervals, must comply with all requirements for construction and safety equipment for recreational boats and must replace parts with marine service equipment.

Checklist of
REQUIRED SAFETY EQUIPMENT

CLASS I VESSELS

(16 feet or longer and less than 26 feet)
(More than 6 Passengers for Hire)

(Reference 46 C.F.R. Parts 175 - 187)

- 1) A reliable two-way communications radio capable of contacting a staffed shore station which in turn has the means of summoning assistance throughout the duration of the tour. A Citizen's Band radio is not considered a reliable means.
- 2) A U. S. Coast Guard approved ADULT LIFE PRESERVER (Type I) shall be carried for each person aboard the vessel, including crew.

In addition, there shall be provided a number of approved CHILD LIFE PRESERVERS (Type I) equal to at least ten percent of the persons carried.

Note: A Type I Child Life Preserver must be provided for every person on board less than 90 pounds. The number of required preservers in excess of the 10 percent above do not have to be routinely stowed aboard as a part of the vessel's normal complement of safety equipment, but must be provided as necessary to meet the requirement for proper sizing.

- 3) RAILS or equivalent protection shall be installed on all open decks accessible to passengers. Rails shall be at least 42 inches high. The space below the rail shall be fitted with bulwarks, chain link fencing, wire mesh, or the equivalent.
- 4) One U. S. Coast Guard approved RING LIFE BUOY (Type IV) not less than 20 inches in diameter shall be carried readily accessible. This device shall not be permanently secured, but be ready to be thrown immediately with an attached line of at least 60 feet in length.

Unless the vessel is restricted to daytime only operations, this ring buoy must also be equipped with a Coast Guard approved WATER LIGHT of the automatic electric type.

- 5) Vessels operating on runs away from the dock longer than 30 minutes shall carry U. S. Coast Guard approved PYROTECHNIC DISTRESS SIGNALS. They are considered serviceable for a period of three years from date of manufacture and are required as follows:
 - a) 6 red flares and 6 orange smokes; or
 - b) 12 hand combination flare and smoke distress signals.

Checklist of
REQUIRED SAFETY EQUIPMENT

CLASS II VESSELS

(26 feet or longer and less than 40 feet)
(More than 6, less than 50 passengers)

(Also reference 46 C.F.R. Parts 175 - 187)

- 1) A reliable two-way communications radio capable of contacting a staffed shore station which in turn has the means of summoning assistance throughout the duration of the tour. A Citizen's Band radio is not considered a reliable means.
- 2) A U. S. Coast Guard approved ADULT LIFE PRESERVER (Type I) shall be carried for each person aboard the vessel, including crew.

In addition, there shall be provided a number of approved CHILD LIFE PRESERVERS (Type I) equal to at least ten percent of the persons carried.

Note: A Type I Child Life Preserver must be provided for every person on board less than 90 pounds. The number of required preservers in excess of the 10 percent above do not have to be routinely stowed aboard as a part of the vessel's normal complement of safety equipment, but must be provided as necessary to meet the requirement for proper sizing.

- 3) RAILS or equivalent protection shall be installed on all open decks accessible to passengers. Rails shall be at least 42 inches high. The space below the rail shall be fitted with bulwarks, chain link fencing, wire mesh, or the equivalent.
- 4) One U. S. Coast Guard approved RING LIFE BUOY (Type IV) not less than 24 inches in diameter shall be carried readily accessible. This device shall not be permanently secured, but be ready to be thrown immediately with an attached line of at least 60 feet in length.

Unless the vessel is restricted to daytime only operations, this ring buoy must also be equipped with a Coast Guard approved WATER LIGHT of the automatic electric type.

- 5) Vessels operating on runs away from the dock longer than 30 minutes shall carry U. S. Coast Guard approved PYROTECHNIC DISTRESS SIGNALS. They are considered serviceable for a period of three years from date of manufacture and are required as follows:
 - a) 6 red flares and 6 orange smokes; or
 - b) 12 hand combination flare and smoke distress signals.

Checklist of
REQUIRED SAFETY EQUIPMENT

CLASS II VESSELS

(26 feet or longer and less than 40 feet)
(More than 49 passengers)

(Also Reference 46 C.F.R. Parts 175 - 187)

- 1) A reliable two-way communications radio capable of contacting a staffed shore station which in turn has the means of summoning assistance throughout the duration of the tour. A Citizen's Band radio is not considered a reliable means.
- 2) A U. S. Coast Guard approved ADULT LIFE PRESERVER (Type I) shall be carried for each person aboard the vessel, including crew.

In addition, there shall be provided a number of approved CHILD LIFE PRESERVERS (Type I) equal to at least ten percent of the persons carried.

Note: A Type I Child Life Preserver must be provided for every person on board less than 90 pounds. The number of required preservers in excess of the 10 percent above do not have to be routinely stowed aboard as a part of the vessel's normal complement of safety equipment, but must be provided as necessary to meet the requirement for proper sizing.

- 3) RAILS or equivalent protection shall be installed on all open decks accessible to passengers. Rails shall be at least 42 inches high. The space below the rail shall be fitted with bulwarks, chain link fencing, wire mesh, or the equivalent.
- 4) One U. S. Coast Guard approved RING LIFE BUOY (Type IV) not less than 24 inches in diameter shall be carried readily accessible. This device shall not be permanently secured, but be ready to be thrown immediately with an attached line of at least 60 feet in length.

Unless the vessel is restricted to daytime only operations, this ring buoy must also be equipped with a Coast Guard approved WATER LIGHT of the automatic electric type.

- 5) Vessels operating on runs away from the dock longer than 30 minutes shall carry U. S. Coast Guard approved PYROTECHNIC DISTRESS SIGNALS. They are considered serviceable for a period of three years from date of manufacture and are required as follows:
 - a) 6 red flares and 6 orange smokes; or
 - b) 12 hand combination flare and smoke distress signals.

Checklist of
REQUIRED SAFETY EQUIPMENT

CLASS III VESSELS

(40 feet or longer and not more than 65 feet)
(More than 6, less than 50 passengers)

(Also reference 46 C.F.R. Parts 175 - 187)

- 1) A reliable two-way communications radio capable of contacting a staffed shore station which in turn has the means of summoning assistance throughout the duration of the tour. A Citizen's Band radio is not considered a reliable means.
- 2) A U. S. Coast Guard approved ADULT LIFE PRESERVER (Type I) shall be carried for each person aboard the vessel, including crew.

In addition, there shall be provided a number of approved CHILD LIFE PRESERVERS (Type I) equal to at least ten percent of the persons carried.

Note: A Type I Child Life Preserver must be provided for every person on board less than 90 pounds. The number of required preservers in excess of the 10 percent above do not have to be routinely stowed aboard as a part of the vessel's normal complement of safety equipment, but must be provided as necessary to meet the requirement for proper sizing.

- 3) RAILS or equivalent protection shall be installed on all open decks accessible to passengers. Rails shall be at least 42 inches high. The space below the rail shall be fitted with bulwarks, chain link fencing, wire mesh, or the equivalent.
- 4) One U. S. Coast Guard approved RING LIFE BUOY (Type IV) not less than 24 inches in diameter shall be carried readily accessible. This device shall not be permanently secured, but be ready to be thrown immediately with an attached line of at least 60 feet in length.

Unless the vessel is restricted to daytime only operations, this ring buoy must also be equipped with a Coast Guard approved WATER LIGHT of the automatic electric type.

- 5) Vessels operating on runs away from the dock longer than 30 minutes shall carry U. S. Coast Guard approved PYROTECHNIC DISTRESS SIGNALS. They are considered serviceable for a period of three years from date of manufacture and are required as follows:
 - a) 6 red flares and 6 orange smokes; or
 - b) 12 hand combination flare and smoke distress signals.

Checklist of
REQUIRED SAFETY EQUIPMENT

CLASS III VESSELS

(40 feet or longer and not more than 65 feet)
(More than 49 passengers)

(Also reference 46 C.F.R. Parts 175 - 187)

- 1) A reliable two-way communications radio capable of contacting a staffed shore station which in turn has the means of summoning assistance throughout the duration of the tour. A Citizen's Band radio is not considered a reliable means.
- 2) A U. S. Coast Guard approved ADULT LIFE PRESERVER (Type I) shall be carried for each person aboard the vessel, including crew.

In addition, there shall be provided a number of approved CHILD LIFE PRESERVERS (Type I) equal to at least ten percent of the persons carried.

Note: A Type I Child Life Preserver must be provided for every person on board less than 90 pounds. The number of required preservers in excess of the 10 percent above do not have to be routinely stowed aboard as a part of the vessel's normal complement of safety equipment, but must be provided as necessary to meet the requirement for proper sizing.

- 3) RAILS or equivalent protection shall be installed on all open decks accessible to passengers. Rails shall be at least 42 inches high. The space below the rail shall be fitted with bulwarks, chain link fencing, wire mesh, or the equivalent.
- 4) One U. S. Coast Guard approved RING LIFE BUOY (Type IV) not less than 24 inches in diameter shall be carried readily accessible. This device shall not be permanently secured, but be ready to be thrown immediately with an attached line of at least 60 feet in length.

Unless the vessel is restricted to daytime only operations, this ring buoy must also be equipped with a Coast Guard approved WATER LIGHT of the automatic electric type.

- 5) Vessels operating on runs away from the dock longer than 30 minutes shall carry U. S. Coast Guard approved PYROTECHNIC DISTRESS SIGNALS. They are considered serviceable for a period of three years from date of manufacture and are required as follows:
 - a) 6 red flares and 6 orange smokes; or
 - b) 12 hand combination flare and smoke distress signals.

EXHIBIT B

NONDISCRIMINATION

Section I: Requirements Relating to Employment and Service to the Public

A. Employment

During the performance of this CONTRACT the Concessioner agrees as follows:

- (1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.
- (2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
- (3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.
- (5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. Facilities

(1) Definitions: As used herein:

- (h) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex,

age, national origin, or disabling condition;

(ii) discriminating by segregation or other means against any person.

Section II Accessibility

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

A. Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

B. Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT C

ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS
(CONCESSION FACILITIES)

LAND ASSIGNED:

Land Assignment Map(map on following page)


REAL PROPERTY IMPROVEMENTS ASSIGNED:

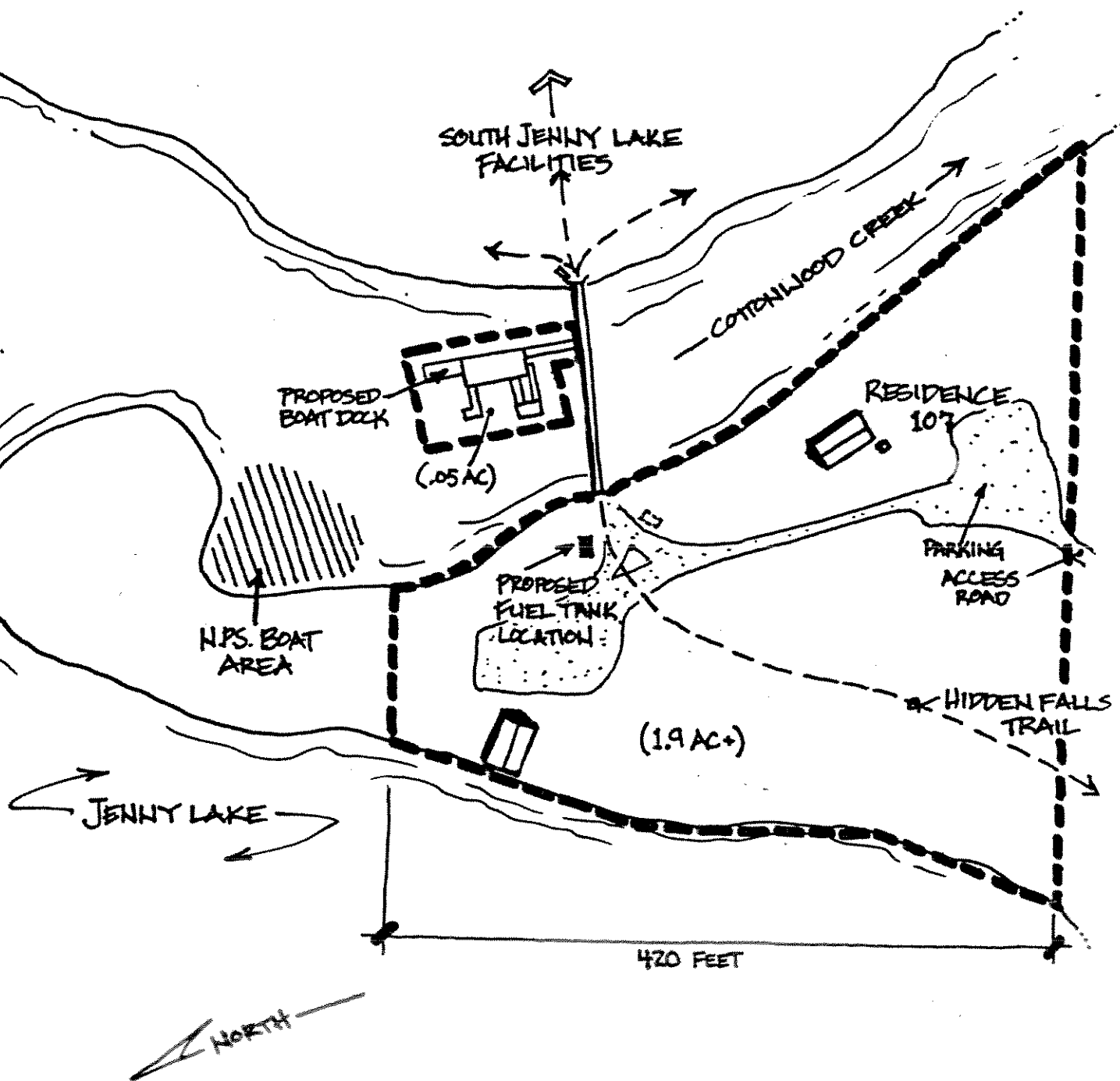
The following real property improvements are assigned to the concessioner for use in conducting its operations under this CONTRACT:

<u>Improvement</u>	<u>Description</u>
Building 107	Quarters: annual fee \$700, adjusted per quarters rental rate reviews
Building 34	Jenny Lake Boathouse: boat and equipment storage
Jenny Lake Dock at Cottonwood Creek (schematic follows)	
Jenny Lake West Side Boat Dock (schematic follows)	

Approved, effective May 1, 2002.

By: 

 Director, Intermountain Region



SCALE: 1" = 100'

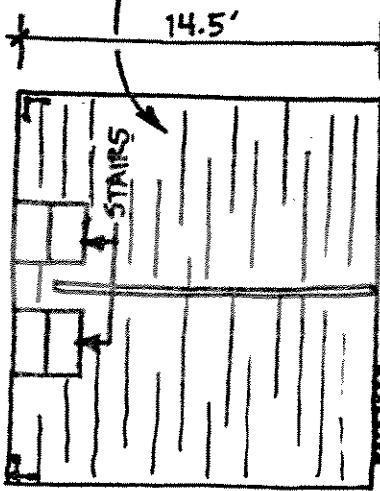
LAND ASSIGNMENT MAP

CC-GRTE02-02

Pg. 1 of 2

DRAWN: D. MARTENS
SEPTEMBER '00

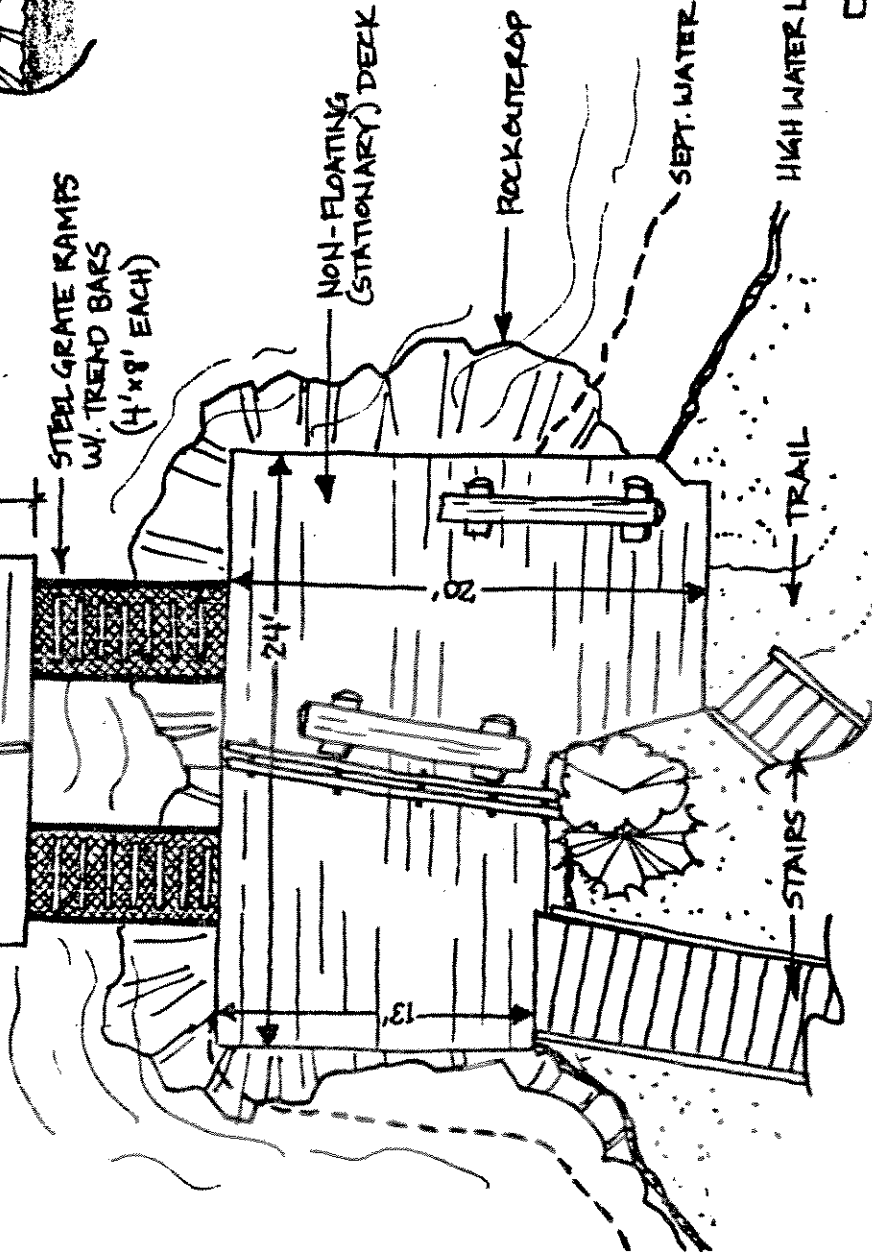
LOADING / UNLOADING
16'



WOOD DECKED
FLOATING DOCK
ON JENNY LAKE

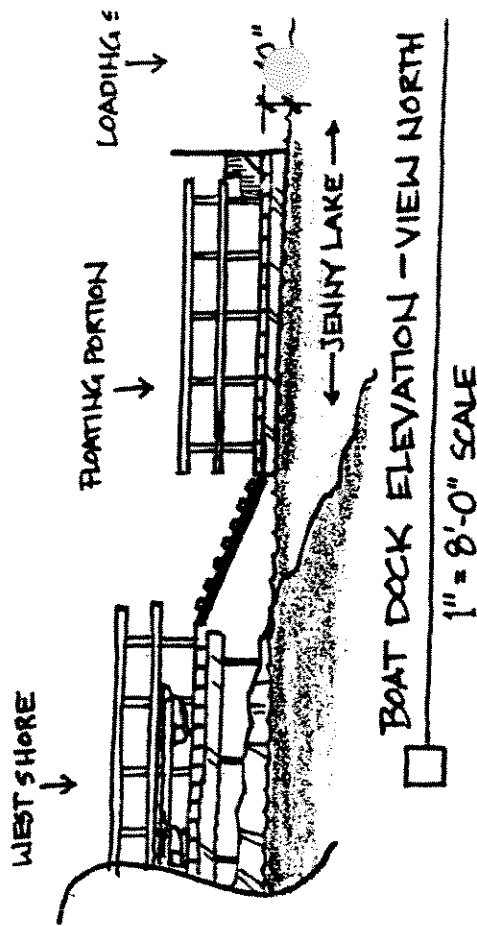
14.5'

STEEL GRATE RAMP
W/ TREND BARS
(4'x8' EACH)



North

BOAT DOCK PLAN VIEW
1" = 8'-0" SCALE



BOAT DOCK ELEVATION - VIEW NORTH
1" = 8'-0" SCALE

JENNY LAKE WEST-SIDE
BOAT DOCK
GRAND TETON NATIONAL PARK
FALL 2001

EXHIBIT D

ASSIGNED GOVERNMENT PERSONAL PROPERTY

Government personal property is assigned to the Concessioner for the purposes of this CONTRACT as follows:

Property Number	Description of Item
NONE	

Effective, this 1 day of May, 20 02

By: 


 Regional Director, Intermountain Region

EXHIBIT E
MAINTENANCE PLAN
BOAT TRANSPORTATION SERVICES
CC-GRTE022-02
Grand Teton National Park

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- VI. SERVICE RESPONSIBILITIES
 - A. Concession Facilities
 - B. Signs
 - C. Litter and Garbage
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- VII. BOAT SPECIFICATIONS
- VIII. PRE-OPENING MAINTENANCE PROCEDURES

I. INTRODUCTION

This Maintenance Plan between Jenny Lake Boating, Inc. (herein referred to as the "Concessioner") and Grand Teton National Park (herein referred to as the "Service") will serve as a supplement to the Concession Contract CC-GRTE022-02. It describes specific maintenance responsibilities of the Concessioner and the Service with regard to those facilities within Grand Teton National Park, which are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Grand Teton national Park. Revisions may not be inconsistent with the terms and conditions of the main body of this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract.

II. GENERAL STANDARDS FOR NATIONAL PARK CONCESSIONER FACILITIES

NPS-48, the National Park Service Guideline for Concessions Management, offers general direction, expectations, and standards on all aspects of concession operations.

The intent of this Maintenance Plan is to ensure that an acceptable standard of facility maintenance is adequately defined and fully achieved. Both the Concessioner and the Service have specific responsibilities as outlined in the permit and this document.

III. TERMS USED IN THIS AGREEMENT

"Concessioner Facilities": As defined in CC-GRTE022-02 shall mean all real property improvements assigned to the Concessioner. The United States retains title and ownership to all Concession Facilities.

"Exterior": Exterior refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments.

"Interior": Interior refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems that penetrate the walls, roof, or foundation.

"Maintenance": The preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation work to provide a safe, sanitary and aesthetically pleasing environment for park visitors and employees.

"Operations": Operations refers to all aspects of activity by the Concessioner authorized under Concession Contract CC-GRTE022-02. Operations include all services provided to the public and all non-public actions necessary to support those authorized services.

"Repair": Repair is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above.

IV. ANNUAL MAINTENANCE INSPECTIONS

The Service and Concessioner shall conduct an annual joint inspection/review of Concessioner Facilities assigned to the Concessioner to determine what maintenance work is necessary, and if the facilities comply with applicable State of Wyoming and federal laws, regulations, guidelines, rules, codes, and policies. This review shall take place on a schedule to be established by the Service in consultation with the Concessioner.

Based upon the annual review, deficiencies noted on periodic evaluations (see Operating Plan), and needs identified by Concessioner staff, the Concessioner shall prepare a list of maintenance needs and an annual maintenance program proposal to submit for Service approval by June 1 of each year. This program will list specific projects and the manner by which the Concessioner intends to execute its maintenance responsibilities during the following year.

V. CONCESSIONER'S RESPONSIBILITIES

The following sections identify the responsibilities of the Concessioner.

A. Concession Facilities

The Concessioner shall maintain and repair Concession Facilities assigned to the Concessioner except as noted under "Service Responsibilities." Concession facilities are identified in Exhibit C and include Building 107(quarters), Building 34 (Jenny Lake boathouse), Jenny Lake dock at Cottonwood Creek, excluding the footbridge, and the west shore boat dock. The Concessioner will not obtain leasehold surrender value in any modification, repairs or maintenance of Concession Facilities.

The Concessioner will carry out general preventative maintenance and emergency repair in a timely manner to ensure that all improvements assigned to the Concessioner achieve the basic goals described by NPS-48 and other codes and guidelines.

If the Concessioner proposes to undertake work that will result in a modification to assigned improvements; new or changed services; or new construction, the Concessioner will submit a written request to the Service and obtain written approval prior to undertaking the work. All plans submitted must be prepared in accordance with the NPS Drafting Guideline, NPS-10.

During work and upon completion, an independent certified/licenses inspector will inspect all new construction or significant project work. The inspection shall be included in the project funding. An inspection report verifying code compliance must be submitted to the Service prior to using or occupying the improvement. Computer generated "as built" drawings in the form of Autocad files (FILE.DWG) and a National

Park Service project completion report, which includes total project costs, shall be supplied to the Service within 45 days of completion of work on the project.

Written notification and approval is also required for projects that change the nature or appearance of a historic structure or any facility that is located in a historic district (See Section V. A. 9, below). This does not apply to routine work that does not change the nature, appearance, or value of a facility. Buildings 107 and 34 are historic structures.

1. Codes: The Concessioner shall comply with all applicable federal, state, and local codes, including but not limited to, the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless a written exception has been provided by the Superintendent.
2. Painting: To maintain the appearance of the structures, exterior painting shall be performed on a five year cyclic basis or more often if needed to provide adequate protection to the structure. Interior painting shall be performed on a five-year cyclic schedule or more often if needed to maintain a good appearance. The Service must provide advance written approval for lengthening intervals or change of paint color.
3. Interior Systems: The Concessioner shall operate, repair, and replace lighting, heating, and cooling systems. The Concessioner shall clean and inspect all chimneys, fireplaces, stoves, and exhaust ducts prior to each operating season.
4. Safety Equipment: The Concessioner will provide and maintain safety devices, fire detection and suppression equipment, and such additional appurtenances as are necessary for the protection of the employees and the public as well as assigned Concession Facilities by complying with all applicable county, state, and federal codes.
5. Fire Equipment: The Concessioner is responsible for all extinguishers within their area of responsibility and shall inspect the equipment on a regular basis to ensure proper working order and compliance with the NFPA Life Safety Code.
6. Historic Structures: (Historic Items) Certain assigned Concession Improvements are listed on, or may be nominated to, the National Register of Historic Places and the NPS List of Classified Structures (LCS).

The Concessioner shall submit plans for all proposed work or actions affecting these resources to the Service to ensure compliance with laws, policies, and guidelines, including the National Historic Preservation Act of 1966, as amended. This applies to any undertaking that may affect a historic structure, historic district, cultural landscape, archeological site, or historic object or furnishing. The Service cultural resources staff at the park and regional level, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation may review the proposed project. Service approval is required prior to undertaking the proposed action.

7. Winter Closures: The Concessioner shall provide winter bracing in unoccupied buildings as needed to avoid damage to structures. The Concessioner shall install shutters on all windows that are susceptible to snow damage. Shutters shall be neatly made and fitted and shall match the color of the structure to which they are affixed. Shutters for the windows and doors of historic structures shall be installed in a manner approved by the Service.

The Concessioner shall remove snow from roofs when snow accumulations threaten to injure persons or damage buildings. The Concessioner assumes sole responsibility for actions needed to correct damage that results from inadequate preventative measures.

8. Concessioner Housing: The Concessioner will carry out general maintenance and repair of employee housing structures on a timely basis to ensure that employee housing achieves the basic goals described in NPS-48 and NPS-76, the National Park Service Guideline on Housing Design and Rehabilitation. Heating systems shall be inspected and cleaned on a cyclic basis and prior to initial occupancy. The Concessioner shall monitor employee housing for compliance with fire, health and safety codes and Service policies and guidelines.
9. Hazardous Materials: The Concessioner shall maintain health and safety standards and take necessary mitigative and corrective measures to ensure healthy working and living environments in all assigned buildings and improvements. Hazardous materials shall be handled in accordance with OSHA 29 CFS, 1910 and 1926. Hazardous materials management examples include asbestos, radon, and lead base paint. The Concessioner shall obtain Service approval before using chemicals, pesticides, and toxic materials. Applications and methods of use shall conform to federal, state, and county laws, and applicable codes, policies, and guidelines.

B. Signs:

The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas that relate specifically to concession operations. Examples include identifying location of facilities, operating services and hours, and the Concessioner's rules or policies.

The Concessioner shall ensure its signs are compatible with Service sign standards. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis.

The Service may install signs within the areas assigned to the Concessioner.

C. Litter and Garbage:

The Concessioner shall provide an effective system for the collection and disposal of garbage and trash within its areas of responsibility. The Concessioner shall keep areas free of litter, debris, garbage, and abandoned equipment, vehicles, furniture, or fixtures.

Refuse shall be stored in receptacles provided by the Service, which are covered, waterproof, and bear- and vermin-proof.

These containers will be kept clean, well maintained, and serviceable; sites will be free of spills, waste, and odors.

The Concessioner will be responsible for keeping the loading zone in front of the dumpster accessible and free of parked vehicles.

The Concessioner will be responsible for removal of all trash from cans at the west shore boat dock area. Trash cans and liners will be provided by the Service. Trash will be hauled to the Jenny Lake dock for disposal in Service dumpsters. In exchange for this service, the Concessioner will not be charged for normal trash pick up. All other trash from cans within the Concessioner's area will be collected by the Concessioner and placed in Service dumpsters.

Articles such as defunct appliances, scrap building materials, tires, mattresses, etc. are not to be placed in or near dumpsters. No large pieces of metal or wood can be put into dumpsters. Items such as automotive batteries, waste oil, paint, solvents, thinner, etc. are considered hazardous wastes and must be properly recycled or disposed of outside the park. Under no circumstances is it acceptable to place garbage next to or near a dumpster.

Waste that is not allowed in dumpsters must be hauled to the Teton County Transfer Facility for disposal, at the expense of the Concessioner

D. Electrical lines and lighting

1. The primary electrical lines within the complex are maintained by Lower Valley Power & Light Company. All other electrical lines will be maintained by the Concessioner.
2. All interior and exterior lighting will be maintained by the Concessioner, including but not limited to replacement of bulbs, globes, and painting.
3. Operation of lights will be the responsibility of the Concessioner.

E. Fuel Storage Tanks and Pumps: The Concessioner shall maintain in a serviceable condition all fuel dispensing equipment (including nozzles, regulators, shut-offs, pumps, pump housing, and related appurtenances). The Concessioner shall also be responsible for installation, maintenance or replacement of fuel storage tanks and underground pumps, pipes, etc., to the dispensing apparatus, and shall be responsible for the installation and maintenance of protection barriers to protect the dispensing equipment. All maintenance, repairs, remodeling, upgrading and fuel spill mitigation shall be consistent with applicable federal, state and local regulations and codes. The Concessioner shall notify Park Dispatch immediately upon the event of a hazardous material or fuel spill.

F. Water: The Concessioner shall maintain all water distribution piping from the meter behind the Exum Office to and throughout its land assignment.

- G. Sewage: The Concessioner shall maintain all sewage collection piping, septic tank and leach field.

VI. SERVICE RESPONSIBILITIES

The Service will interface with the Concessioner's maintenance program by executing the following responsibilities:

A. Concession Facilities

The Service will provide major improvements and repair (i.e. re-roofing) to Concessioner Facilities other than routine maintenance. The Service will provide staff review of Concessioner plans and proposals, inspection and evaluation of Concessioner processes and programs, and technical advice and assistance when requested and as resources allow.

B. Signs

The Service will install, maintain, and replace all regulatory signs that serve the interest of the Service. The Service will provide direction and assistance to the Concessioner during the design and installation of all approved signing.

C. Litter and Garbage:

The Service will provide dumpsters and trash receptacles within the Concessioner's assigned area. Bear-proof trash receptacles and liners will be provided for the west shore dock. Dumpsters will be regularly emptied at no cost to the Concessioner.

D Water and Sewer

1. Water: The Service shall supply potable water to Concession facilities to the extent possible using existing water systems. The Service will charge a fee to be determined through a calculation of actual costs or comparability, whichever is greater.

The Service will provide bacteriological monitoring and chemical analysis of potable water as required by applicable law or policy. The Service will furnish water service, connections, meters, and shut-off valves.

2. Sewer: The Service will replace the septic tank and leach field, if needed.

VII. BOAT SPECIFICATIONS

- A. The Concessioner will have 4 shuttle boats available for service. The boats will be Apache Seamaster Water Trolley 26" tri hull design with bench seating. All boats are handicapped accessible. Boat capacity is 24 to 26 passengers (actual number to be determined by stability testing). Outboard motors will be 200 to 225 hp 4-cycle Honda engines. A spare motor will be available.

- B. Rental boats will have 4-cycle outboard motors of no more than 10 hp.
- C. The Concessioner will research the feasibility of replacing gasoline-powered engines with electric or propane engines on shuttle boats beginning in year 2003.
- D. All motors will use a gasoline/ethanol blend if available.

VIII. PRE-OPENING MAINTENANCE PROCEDURES

- A. Open all structures, assess interior and exterior conditions and prepare list of required maintenance and planned improvements.
- B. Particular attention will be given to any possible rodent habitation and infestation of seasonally occupied buildings.
- C. Review with Service personnel all planned maintenance and improvements.
- D. Complete maintenance improvements.
- E. Inspect and evaluate all boats, motors and accessory equipment. Repair and/or replace as needed.
- F. Identify all necessary repairs as well as anticipated annual maintenance activities and perform these functions.

Dated at Grand Teton National Park this 30 day of April, 2002.

CONCESSIONER

Charles P. Colman

Title: President

Date: 29 April 2002

NATIONAL PARK SERVICE

John M. Arzoo

Superintendent

Grand Teton National Park

EXHIBIT F

INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this CONTRACT, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the CONTRACT:

II. LIABILITY INSURANCE

The following Liability Coverages are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability.

A. Commercial General Liability

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage Limit	\$1,500,000 per occurrence
Products/Completed Operations Limit	\$1,500,000
Personal Injury & Advertising Injury Limit	\$1,500,000
General Aggregate	\$1,500,000
Fire Damage Legal Liability "per fire"	\$1,500,000

2. The liability coverages may not contain the following exclusions/limitations:
 - a. Athletic or Sports Participants
 - b. Products/Completed Operations
 - c. Personal Injury or Advertising Injury exclusion or limitation
 - d. Contractual Liability limitation
 - e. Explosion, Collapse and Underground Property Damage exclusion
 - f. Total Pollution exclusion
 - g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)
3. For all lodging facilities and other indoor facilities where there may be a large concentration of people, the pollution exclusion may be amended so that it does not apply to the smoke, fumes, vapor or soot from equipment used to heat the building.
4. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

B. Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto." (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos shall be maintained.)

Each Accident Limit as required by the State of Wyoming

C. Liquor Liability (not applicable)

Coverage will be provided for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, serving or furnishing of any alcoholic beverage.

Each Common Cause Limit
Aggregate Limit

D. Watercraft Liability (or Protection & Indemnity)

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft.

Each Occurrence Limit \$1,500,000

E. Aircraft Liability (not applicable)

Coverage will be provided for bodily injury or property damage arising out of the use of any aircraft.

Each Person Limit
Property Damage Limit
Each Accident Limit

F. Garage Liability (not applicable)

This coverage is not required, but may be used in place of Commercial General Liability and Auto Liability coverages for some operations. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limits--Garage Operations
Auto Only
Other Than Auto Only
Personal Injury & Advertising
Injury Limit
Fire Damage Legal Liability "per fire"
Aggregate Limit--Garage Operations
Other Than Auto Only

If owned vehicles are involved, Liability coverage should be applicable to "any auto" (Otherwise, coverage applicable to "hired" and "non- owned" autos should be maintained.

G. Excess Liability or Excess "Umbrella" Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage shall be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance shall be sufficient to prevent any gap between such

minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

H. Care, Custody and Control--Legal Liability (Not applicable)

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss

I. Environmental Impairment Liability

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit – as required by the State of Wyoming
Aggregate Limit

J. Special Provisions for Use of Aggregate Policies

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

K. Self-Insured Retentions

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000.

L. Workers Compensation & Employers' Liability

Coverage will comply with the statutory requirements of the state(s) in which the concessioner operates.

III. PROPERTY INSURANCE

A. Building(s) and/or Contents Coverage

1. Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit C of this CONTRACT.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Coverage is to be provided on a blanket basis.
7. The Vacancy restriction, if any, must be eliminated for property that will be vacant beyond any

vacancy time period specified in the policy.

8. Flood Coverage is not required.
9. Earthquake Coverage shall be maintained at replacement cost.
10. Ordinance or Law Coverage is not required.

B. Boiler & Machinery Coverage

1. Insurance shall apply to all pressure objects within Concession Facilities.
2. The policy shall provide for loss recovery on a Replacement Cost basis.
3. The amount of insurance should represent no less than 75% of the Replacement Cost value of the insured property.
4. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
5. Coverage is to be provided on a blanket basis.
6. If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.
7. Ordinance or Law Coverage shall be maintained with a limit of not less than \$

C. Builders Risk Coverage (not applicable)

1. Insurance shall cover new buildings or structures under construction at the Concession Facilities, and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms.
2. Coverage shall apply on an "All Risks" or "Special Coverage" basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Any occupancy restriction must be eliminated.
7. Any collapse exclusion must be eliminated.
8. Any exclusion for loss caused by faulty workmanship must be eliminated.
9. Flood Coverage shall be maintained with a limit of not less than \$

10. Earthquake Coverage shall be maintained with a limit of not less than \$

D. Business Interruption and/or Expense

1. Business Interruption insurance, if maintained by the Concessioner, should cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession Facilities. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

E. Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

1. Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding \$50,000).
2. Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$25,000.

F. Required Clauses

1. Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies:

"In accordance with Concession Contract No. ___ dated ____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America."

IV. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new buildings/facilities will be responsible to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Where appropriate, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts/limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

V. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

VI. CERTIFICATES OF INSURANCE

All certificates of Insurance required by this CONTRACT shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

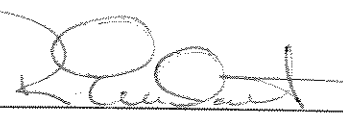
Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

VII. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit shall be considered the minimum to be maintained.

Effective MAY 1, 2002



Regional Director
Intermountain Region

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

Building # 107	\$68,550
Jenny Lake Boathouse	\$50,000
Jenny Lake Dock at Cottonwood Creek	\$362,000
Jenny Lake West Side Dock	\$15,000

These replacement costs are subject to annual revision.